CITY OF CARROLLTON

SPECIFICATIONS/REQUIREMENTS & CONTRACT DOCUMENTS

FOR:

VETERAN'S MEMORIAL PLAZA

REBID - RFP # 19-036

OPENING DATE:

TUESDAY, JULY 9, 2019

11:00 AM (CST)

GENERAL CONSTRUCTION CONTRACT INDEX

REBID RFP 19-036 VETERAN'S MEMORIAL PLAZA

Advertisement/Notice for Bids

Proposal of Bidders

Project Schedule

Instructions to Bidders

General Conditions

List of Exhibits and Attachment

Contractor's Qualification Information

Qualification Statement of Bidder

Company History

Project Management

RFP Reference Sheet

Municipal Reference

Reference Statement of Bidders Surety

Bidder's Release of Qualification Information

Bidder's List of Proposed Subcontractors

Bidder's List of Proposed Equipment

Special Conditions

Agreement by Bidder

Insurance Affidavit

Conflict of Interest Questionnaire

Certificate of Interested Parties Form 1295

Contractor's Bid Bond

Performance Bond

Payment Bond

All Construction Activities must comply with the North Central Texas Council of Governments Standard Specifications for Public Works Construction and the current City of Carrollton General Design Standards. Contractor must obtain copies of the latest General Design Standards from the City.

These Guidelines, Amendments and Standard Details may also be obtained from the City of Carrollton website at: http://www.cityofcarrollton.com/index.aspx?page=802

ADVERTISEMENT & NOTICE TO BIDDERS

Request for Propsals will be received by the City of Carrollton at the office of Patricia Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 **or via email provided a digital signature is included,** until the hour **11:00 AM on the 9th day of July 2019;** at which time bids duly delivered and submitted will be considered for supplying the following:

REQUEST FOR PROPOSAL FOR VETERAN'S MEMORIAL PLAZA
REBID RFP# 19-036

This project is for the constructing of a Veteran's Memorial Plaza that will generally include the items listed. All earthwork, construction, labor, materials, testing, and associated activities necessary for a plaza constructed of colored concrete flatwork and foundations, brick pavers, split face blocks and planting beds.

Project is known as the **"Veteran's Memorial Plaza"** located at 1700 Keller Springs Road, (southeast corner of library) Carrollton, Texas, 75006 for the CITY.

The submitted bids will be publicly opened on **Tuesday, July 9, 2019 @ 11:00 AM** the place designated for the submission of bids. The successful Bidder **must furnish a Payment Bond and a Performance Bond** in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as Surety and acceptable (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code). The successful bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

All responders must submit a **Bid Bond** on the city form based on **5%** of respondent's bid total

All blanks on the Pricing Sheets must be completed and all subtotal and total prices must be stated in both script and figures where indicated. The City of Carrollton ("City") reserves the right to reject any or all rfp/bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit price will be considered sufficient cause of rejection of any bid or bids.

Bidders shall have performed at least three (3) projects with a similar scope of work within the past five years. **Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions under which the work is to be done. Attention is called to the provisions of the Acts of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified**. Prevailing wage rate will be established by the City of Carrollton for this project. All bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990.

Any request for proposals received after stated closing time will be returned unopened. If request for proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the request for proposal to the Purchasing Manager before the advertised date and hour for opening of request for proposals. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened.

Instructions to Bidders, Proposal Forms, Specifications, Plans and Contract Documents may be examined without charge at https://www.cityofcarrollton.com/departments/departments-a-f/finance/purchasing/current-bids and at the office of the Purchasing Manager, City Hall, 1945 E. Jackson Road, Carrollton, Texas 75006-1790.

Information concerning the RFP specifications may be obtained by emailing Daniel Gregg, Capital Improvement Project Coordinator, 972-466-9888 via email dan.gregg@cityofcarrollton.com Please be sure to copy bids@cityofcarrollton.com on any and all correspondence. **Information on the bid process/procedures** may be obtained from Patricia Helms, Purchasing Manager at (972) 466-3115 or **purchasing@cityofcarrollton.com.**

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The city of Carrollton Municipal Building is wheelchair accessible. To request a reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

CITY OF CARROLLTON, TEXAS

Patricia Helms

Patricia Helms, Purchasing Manager

Publication Dates: **Sunday, June 23, 2019 & Sunday, June 30, 2019**

Closing Date: **Tuesday, July 9, 2019 @ 11:00 AM**

PROPOSAL OF BIDDERS

All:
The following bid is made for furnishing the materials/services for the city of Carrollton, Texas.
The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, Contractor shall not discriminate against any individual due to age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/rfp, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so doing the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

In addition, the Vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, **and will remain in compliance with all of the above for the term of the bid award**.

SIGNATURE: _____

PROPOSAL OF BIDDERS

REBID - RFP# 19-036
VETERAN'S MEMORIAL PLAZA

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR W-9

_____
SIGNATURE

_____
DATE

_____
PRINTED NAME **TITLE**

_____
COMPANY NAME **CONTACT PERSON**

_____
MAILING ADDRESS **CITY** **STATE** **ZIP**

_____
PAYMENT ADDRESS **CITY** **STATE** **ZIP**

_____
PHONE NUMBER **FAX NUMBER**

_____
E-MAIL ADDRESS **WEB PAGE**

HUB Vendor Status _____**YES (attach certification)** _____ **NO** _____

HUB VENDORS: HUB Vendors (Historically Underutilized Business) are Vendors whose company is owned by either a minority or woman. If you are classified as a HUB Vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute, which references HUB Vendors, please follow this link http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO BIDS: If response is not received in the form of a "RFP" or "NO RFP RESPONSE" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO BIDS may be faxed to: 972-389-9557_____

REBID - REQUEST FOR PROPOSAL FOR VETERAN'S MEMORIAL PLAZA

TIMELINE

CITY OF CARROLLTON

The estimated RFP timeline is as follows:

Advertise	**Sunday, June 23, 2019**
	Sunday, June 30, 2019
RFP Release/Available on website	**Friday, June 21, 2019**
Deadline for Proposals	**Tuesday, July 9, 2019 @ 11:00 AM**
City Council Authorization	**July 23, 2019**
Start Construction	**July 29, 2019*** ***(provided bonding is obtained and submitted quickly after award)***
Finish Construction	**Nov 1, 2019**

Council award and resulting start date contingent on Council meeting. Actual completion date contingent upon construction time presented in proposal.

INSTRUCTION TO BIDDERS

REQUIRED SUBMITTAL ITEMS

Prospective Bidders shall complete the following supplied documents in their entirety as minimal required submittal items:

- RFP Proposal Packet
- RFP Forms
- Project Unit Pricing/Attachment 1 Pricing Sheets 1.0 & 1.1
- Proposal of Bidders
- Contractor's Qualification Information
- Qualification Statement of Bidder
- Company History
- Project Management
- RFP Reference Sheet
- Municipal Reference:
- Reference Statement of Bidders Surety
- Bidder's Release of Qualification Information
- Bidder's List of Proposed Subcontractors
- Bidder's List of Proposed Equipment
- Special Conditions
- Agreement by Bidder
- Insurance Affidavit
- Conflict of Interest Questionnaire
- Certificate of Interested Parties Form 1295
- Contractor's Bid Bond
- Performance Bond ** required of the winning bidder, the city is asking for an immediate turnaround of this bond*
- Payment Bond ** required of the winning bidder, the city is asking for an immediate turnaround of this bond*

Failure to complete and submit all of these documents with the proposal shall be grounds for rejection. Please submit (3) three of your proposal and mark (1) one as the "ORIGINAL". Please feel free submit electronic copies to bids@cityofcarrollton.com.

All blanks on the Pricing Sheets must be completed with all subtotal and total prices stated in figures where indicated and the lump sum price written in words in the RFP Proposal. The City reserves the right to reject any or all proposals and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the Proposals, the City reserves the right to consider the most advantageous construction thereof, or to reject the proposal. Unreasonable or unbalanced unit price will be considered sufficient cause of rejection of any Proposal.

The Bidder submits the following Pricing Sheets for the work to be performed as shown on the Plans and described in the Specifications, and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the work for which a unit price is given, and understands that no additional payment will be made for such incidental work. The City shall have the right to reduce or increase the scope of work at any time. The City shall determine which unit prices will be the basis for any additions or deductions to the lump sum price.

CONTRACTOR QUALIFICATION

A. The Contractor must have successfully completed at least three park/athletic complex projects of a similar nature within the past five years. Contractor must have served as the general contractor on park/athletic complexes for a minimum of five years.

B. Bidders may be disqualified and their bids not considered for any of the following specific reasons:

1. Reason for believing collusion exists among bidders.
2. The bidder being interested in any litigation against the City.
3. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
5. Uncompleted work which in the judgement of the City will prevent or hinder the prompt completion of additional work if rewarded.

C. If required, a bidder shall submit to the City a confidential Financial Statement in a sealed envelope.

PROJECT BONDING

Bidder must submit with their proposal, a cashier's or certified check in the amount not to exceed five percent (5%) of the maximum contract amount, payable without recourse to the City of Carrollton, Texas or a Bid and Proposal Bond **on the City's attached form** in the same amount from an approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) as guarantee that the Proposer will enter into a contract and execute bond and guarantee forms provided within ten (10) working days after award of contract to Bidder.

The successful Bidder must furnish Performance and Payment Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as a Surety and acceptable (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) **on the City's attached form.**

The successful Bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

CONDITIONS OF SITE AND WORK

Bidder should carefully examine the plans, specifications and all other information provided with the RFP Documents, (referenced documentation will be located on the (City of Carrollton Currents Bid Website) visit the work site and fully inform themselves as to all conditions and matters which can in any way affect the work or costs thereof. Should a Bidder find discrepancies in, or omissions from the provided information, or should Bidder be in doubt as to the meaning and intent, Bidder shall notify the City in writing at once and obtain clarification prior to submitting a Bid. **The submission of a Proposal by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to the character, quality and quantity of work to be performed and materials to be furnished**.

The awarded vendor will be responsible for replacing sod to any disturbed areas. Awarded vendor will be responsible for securing the construction site.

LIABILITIES

No costs associated with the presentation of this RFP, or incurred in any manner by the bidder, may be charged to the City of Carrollton. All responses shall become property of the City of Carrollton and subject to disclosure under the Texas Open Records Law.

RESERVED RIGHTS

City of Carrollton reserves the right to reject any and/or all proposals and to waive any and/or all technicalities and informalities received in response to this Bid as allowed by law.

GUARANTEE OF FUNDING

The City of Carrollton has funds available and authorized for the full contract amount for the construction of the improvements for all of its contracts approved in accordance with its policies.

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City's website: www.cityofcarrollton.com/purchasing

ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT

The successful proposer may not assign their rights and duties under and award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, and to re-advertise for new request for proposals, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on the following criteria

- Project Price and meeting specifications …… 50%
- Company experience and references …… .40%
- Project completion date …….. 10%

REQUEST FOR PROPOSALS SUBMISSION

Request for Proposals may be submitted in person, electronically or by mail.

- To submit a Request for Proposal electronically, all documents must be returned and a **digital signature provided on the proposal to submitters form**. As an alternative to the digital signature, the request for proposal may be sent electronically and the **proposal to submitters form may be faxed to 972-389-9557**. **This form is the only page that will be accepted via fax.**
- **SUBMIT REQUEST FOR PROPOSALS VIA EMAIL TO BIDS@CITYOFCARROLLTON.COM**
- Submit request for proposals via mail to PO Box 110535, Carrollton, TX 75011-0535
- Proposals must be marked on the outside of the packaging, "**REBID 19-036 VETERAN'S MEMORIAL PLAZA**". Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours
- To submit a request for proposal via mail, all documents must be returned and an original signature provided on the proposal to submitters sheet.
- Request for proposals will not be accepted in either format without a signature.
- The City is not responsible for mail service.

BRAND NAMES

If items for which request for proposals have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering "equal" products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their request for proposal that they are offering an "equal product", their request for proposal shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CANCELLATION OF REQUEST FOR PROPOSALS

Request for proposals may be cancelled with **60** days written notice with good cause as determined by the City.

CHANGES OR ALTERATIONS

No part of this request for proposal may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this request for proposal will result in disqualification.***

COMPLETING INFORMATION

Proposer must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City's option.

CONTRACT CLAUSE

Proposer understands and agrees that the Vendor's request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful proposer, the city of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The city of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

INSURANCE

Deductibles, of any type, are the responsibility of the Vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

   1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of $1,000,000 per-occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $100,000 each accident, b) by disease, $100,000 per employee with a per policy aggregate of $500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000 per occurrence.

4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components, which are not new, is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration, which will flow to the City if authorization to use supplies or components is granted.

The city of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special Vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of Vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Carrollton. As such, the city of Carrollton has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful Vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

A detailed construction schedule and monthly payment schedule specifying terms and condition of payment shall be prepared by the Contractor and submitted to the City for review within ten (10) days of the effective beginning date of the Contract, or prior to the commencement of construction, whichever occurs first. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the City reserves the right to require the Contractor to modify any portion of the schedule the City determines to be impractical or unreasonable; as required to coordinate the Contractor's activities with those of other Contractors, if any, engaged in work for the City on the site; to avoid undue interference with the City's operations; and to assure completion of the work by the date or dates stipulated. Upon acceptance by the City of the Contractor's detailed construction schedule, the Contractor will be responsible for maintaining such schedule.

PROVISIONAL CLAUSES

The city of Carrollton will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

SALES TAX

The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.

PLEASE SEE EXHIBIT 1 –

VETERAN'S MEMORIAL PLAZA DRAWINGS STRUCTURAL COMBINED

PLEASE SEE EXHIBIT 2 –

VETERAN'S MEMORIAL PLAZA DRAWINGS ARCHITECTURAL COMBINED

PLEASE SEE EXHIBIT 3 –

VETERAN'S MEMORIAL PLAZA DRAWINGS MEP

PLEASE SEE EXHIBIT 4 –

ARCHITECTURAL SPECIFICATIONS

PLEASE SEE EXHIBIT 5 –

TECHNICAL SPECIFICATION

PLEASE SEE EXHIBIT 6 –

GEOTECHNICAL REPORT

PLEASE SEE EXHIBIT 7 –

CITY OF CARROLLTON GENERAL DESIGN STANDARDS

PLEASE SEE EXHIBIT 8 -

CITY OF CARROLLTON EROSION CONTROL PLAN

PLEASE SEE EXHIBIT 9 -
CITY OF CARROLLTON GENERAL CONDITION
FOR CONSTRUCTION CONTRACTS

ATTACHMENT 1 - RFP PROPOSAL PRICING SHEET 1.0 & 1.1 FOR VETERAN'S MEMORIAL PLAZA. THIS DOCUMENT CONTAINS TWO WORKSHEETS AND MUST BE SUBMITTED ELECTRONICALLY AND IN EXCEL FORMAT ONLY. PLEASE ALSO PROVIDE A PAPER COPY WITH YOUR RFP.

CONTRACTOR'S QUALIFICATION INFORMATION

1. All bidders shall complete and deliver to PURCHASING, the following documents:

   A. Qualification Statement of Bidder. If additional space is needed, please use attachments.
   B. Reference Statement of Bidder's Surety.
   C. Bidder's Release of Qualification Information.
   D. Bidder's List of Proposed Sub-contractors.
   E. Bidder's List of Proposed Equipment.
   F. Current Financial Statement submitted by the sole proprietor, partnership, or corporation (Supplied by contractor).

   All copies (3) documents shall be delivered to PURCHASING as a single complete package, hereafter referred to as the Contractor's Qualification Information (CQI). No one form or statement of the CQI will be accepted individually. The Contractor's Qualification Information is due *NO LATER THAN* the bid date with all other bid documents. At the prospective bidder's option, the CQI can be submitted prior to the formal bid package provided a full copy of such is included with bid documents.

2. If a project is a "joint venture", all partners in the joint venture shall complete the prequalification forms.

3. The all prospective bidders shall submit evidence that they have a practical knowledge of the particular work **bid upon and that they have the financial resources to complete the proposed work.**

   In determining the contractor's qualifications, the following factors will be considered:

   - Project Price and meeting specifications ……50%
   - Company experience and references ……. 40%
   - Project completion date ……. 10%

QUALIFICATION STATEMENT OF BIDDER

City of Carrollton PURCHASING
Patricia Helms, Purchasing Manger
P.O. Box 110535
1945 E. Jackson Road
Carrollton, Texas 75011-0535
bids@cityofcarrolltonn.com

Bidder:_____

Circle One: Sole Proprietor Partnership Corporation

Joint Venture Name:_____

Partner:_____

Address:_____

City:_____

Phone (Office):_____

Phone (Mobile):_____

Email:_____

Principal Place of Business:

_____

State County

Bidder:_____

Circle One: Sole Proprietor Partnership Corporation

Joint Venture Name:_____

Partner:_____

Address:_____

City:_____

Phone (Office):_____

Phone (Mobile):_____

Email:_____

Principal Place of Business:

_____

State County

If the Bidder is a corporation, fill out the additional following:

State and County of Incorporation:_____

Location of Principal Office:_____ Contact Person(s) at Office:_____ Phone:_____

List of Officers of the Corporation and person(s) authorized to execute Contracts on Behalf of the Corporation:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

Company History

1. How many years has your organization been in business as a General Contractor? _____

2. Greatest number of contracts in excess of $100,000 under construction at one time in company's history: ____

3. Total approximate value of incomplete work outstanding: $ _____

4 Has your organization ever contracted (as prime or sub) with the City of Carrollton on any construction project?_____(If yes,please list below or attached description)

_____

_____

_____

_____

5. Approximate percent of work to be completed by General Contractor's own forces on this project:

_____

_____

_____

_____

6. Approximate number of park projects and dollar amounts of those projects completed by the General Contractor's current organization as prime within the past five (5) years:_____

7. Approximate number of projects and dollar amount of work completed for the City of Carrollton by General Contractor's current organization as prime within the past five years: _____

8. In the past three years, has your organization been involved (directly or indirectly) in any litigation? ___ (If yes,please list below or attached description)

_____

_____

_____

_____

9. Has your organization ever been involved (directly or indirectly) in any litigation involving the City of Carrollton?___(If yes, please attach explanation)

_____

_____

_____

_____

10. Have you or any present partner(s) or officer(s) failed to complete a contract?_ If so, name of owner and/or surety: _____

Contact Person:_____ Phone: _____

List any unsatisfied demands upon you as to your accounts payable, please use attachments.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Project Management

Proposed Project Manager:_____

Years total experience:_____

Years with the company: _____

Years managing this particular type of project:_____ How many projects?_____

Proposed PM's roll/title in any complete or incomplete project listed in the following sections:

Project	Roll/Title	Value of Work	Date

Will the PM manage other construction projects concurrently with this project?___

Will the PM be on-site full time (If, No, complete the following)?_____

Project Superintendent

Proposed Project Superintendent:_____

Years total experience:_____

Years with the company:_____

Years managing this particular type of project: _____

How many projects?_____

Proposed superintendent's roll/title in any complete or incomplete project listed in the following sections:

Project	Roll/Title	Value of Work	Date

Will the PM manage other construction projects concurrently with this project?_____

Will the PM be on-site full time?_____

Any references on the following pages that do not include current and complete contact information will be omitted from consideration for selection.

REFERENCE SHEET

Provide the following information for each major relevant project completed in the last five years:

Project:_____

Owner/Engineer:_____

Contact Person:_____ Phone:_____

Contract Price:_____ Start Date: _____ Finish Date:_____

Description of Work:

_____

_____

_____

Project:_____

Owner/Engineer:_____

Contact Person:_____ Phone:_____

Contract Price:_____ Start Date: _____ Finish Date:_____

Description of Work:

_____

_____

_____

Project:_____

Owner/Engineer:_____

Contact Person:_____ Phone:_____

Contract Price:_____ Start Date: _____ Finish Date:_____

Description of Work:

_____

_____

_____

(Use Attachments If Necessary)

Provide the following information for a minimum of 3 incomplete project regardless of date:

Project:_____

Owner/Engineer:_____

Contact Person:_____

Phone:_____

Value of Incomplete Work:_____

Contract Price:_____

Is project on schedule?_____ If no please provide explanation

_____

_____

_____

Project:_____

Owner/Engineer:_____

Contact Person:_____

Phone:_____

Value of Incomplete Work:_____

Contract Price:_____

Is project on schedule?_____ If no please provide explanation

_____

Project:_____

Owner/Engineer:_____

Contact Person:_____

Phone:_____

Value of Incomplete Work:_____

Contract Price:_____

Is project on schedule?_____ If no please provide explanation

_____

_____

_____

(Use Attachments If Necessary)

Bank Reference:

Bank: _____

City: _____

Address:_____

Phone:_____

Contact Officer:_____

Other Credit References:

Name: _____

Address: _____

City: _____

Phone: _____

Name: _____

Address: _____

City: _____

Phone: _____

Municipal Reference:

City : _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____

City : _____

Contact Person: _____

Title: _____

Address:_____

Phone: _____

Other than that already provided, please list any other relevant or innovative construction equipment, methods or materials that you might propose to ensure the successful completion of this project:

_____

REFERENCE STATEMENT OF BIDDER'S SURETY

Bidder:_____

Address:_____

1. For this Bidder, how many contracts **that are now complete** has this surety furnished contract bonds?___

2. For this Bidder, how many **incomplete contracts** has this surety furnished contract bonds? _____

   _____

3. What is the maximum bonding capacity of this Bidder? $_____

4. Does the current financial information on this Bidder indicate solvency and a financial ability to complete this contract?_____

5. Does the information available to this surety indicate that the contractor pays accounts when due?_____If not, give details:

   _____

   _____

6. Is it the surety's opinion that the bidder has sufficient experience and financial resources to satisfactorily perform the contract?

7. Provided this bidder does not assume other commitments or that this surety does not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified?

REMARKS:

_____

_____

_____

Surety:_____

Signed:_____ (Local office in Dallas County)

Title:_____

Address: _____

City State Zip

Phone:_____

BIDDER'S RELEASE OF QUALIFICATION INFORMATION

For types of work outlined in Qualification Statement of Bidder, the undersigned is submitting information as required with the understanding that the purpose is for the City's use, only to assist in determining the qualifications of Bidder's organization to perform the type and magnitude of work designated, and further, Bidder guarantees the truth and accuracy of all statements made, and will accept the City's determination of qualifications without prejudice. The surety herein names, any other bonding company(s), bank(s), subcontractor(s), supplier(s), or any other person(s), firm(s) or corporation(s) with whom Bidder has done business, or who have extended any credit to Bidder is (are) hereby authorized to furnish the City with any information the City may request concerning performance on previous work and Bidder's credit standing with any of them; and Bidder hereby releases any and all such parties from any legal responsibility whatsoever on account of having furnished such information to the City:

Signed:_____ Title:

Bidder:_____ Date:_____

LOCATION OF LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY (DALLAS COUNTY PREFERRED)

Name:_____ Phone:_____

Address:_____ City:_____ State:_____

BIDDER'S LIST OF PROPOSED SUBCONTRACTORS

The following list of Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the execution of the work will be those listed below.

2. The following list includes all subcontractors who will perform work representing twenty percent (20%) or more of the total Bid.

3. The subcontractors listed below are financially responsible and are qualified to perform the work required.

4. The subcontractors listed below comply with the requirements of the Contract Documents.

5. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the City. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). City shall respond to such requests within 14 (fourteen) calendar days.

PORTION OF WORK	SUBCONTRACTOR	COMPANY ADDRESS

BIDDER'S LIST OF PROPOSED EQUIPMENT

Type, Make and Model	Owned or Leased	Age

SPECIAL CONDITIONS

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTION MUST BE IN WRITING.

1. All pages of this RFP document must be provided in your response. **Please submit (3) three of your proposal and mark 1 (one) as the "ORIGINAL". Please feel free to submit electronic copies to bids@cityofcarrollton.com.**
2. **The City is requesting a Bid Bond, Payment Bond, and a Performance ; please factor those costs into your RFP response. The city will require that you use the standard city forms for the payment and performance bonds, and copies are included in this bid package.**
3. All responders must submit a **Bid Bond** on the city form based on **5%** of your bid total. All bids must be accompanied by bidder's bond or cashier's check in the amount of 5% of the proposed total pricing amount. This amount may be retained by the City of Carrollton as liquidated damages in the event the successful bidder (or bidders) fails to comply with the terms of this bid. The Purchasing Dept. will return the deposits to the unsuccessful bidders after the contract has been awarded.
4. **A Payment Bond and a Performance** (in the full amount of your winning award) and insurances will be required of the winner. Please factor these costs into your proposal. A copy of a Payment Bond is provided and the insurance minimums are included in this bid.
5. **Insurance Requirement Affidavit should be submitted as part of the proposal. (Requirements are listed on page 18). This form is simply a confirmation from your insurance company that you will be able to provide the insurance requirements should you be the chosen company.**
6. **Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. See general terms and conditions for detailed insurance requirements.**
7. **By signing the proposal sheet, the representative has read and understands all plans, specifications, and general design standards involved with this project.**
8. **The anticipated budget for this work is approximately $350,000.00.**
9. The awarded vendor will be responsible for replacing sod to any disturbed areas.
10. Awarded vendor will be responsible for securing the construction site.
11. Architect will provide world map template pdf files to the successful bidder
12. The City of Carrollton reserves the right to cancel this agreement upon thirty-(30) days written notice with good cause.
13. Purchase orders will be issued on an as needed basis.

14. Bidder/Contractor warrants that all deliveries made under the Price Agreement will be of the type and quality specified; and the City's Agent may reject and/or refuse any delivery, which fails below the quality specified in the specifications. The City shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded. Requests for replacement of defective materials shall be filled promptly upon request.
15. Copies of all manufacturers' warranties MUST be included with proposal.
16. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the City, free and clear of any materialman's, supplier's, or other type liens.
17. Acceptance by the City of any delivery shall not relieve the Contractor any guarantee or warranty, express or implies, nor shall it be considered an acceptance of material not in accordance with the Specifications thereby waiving the City's right to request replacement of defective material.
18. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project. (please see payment terms)
19. It is understood that the Bid Security shall be collected and retained by the City as liquidated damages in the event a contract is awarded by the City based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within seven (7) calendar days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Surety shall be returned to the undersigned upon demand.
20. Bidder acknowledges that the construction schedule has been established to allow the City to open the Veteran's Memorial Plaza as soon as reasonably possible. Bidder further acknowledges that any delay in completion of the work will result in damages to the City which may not be easily calculated. Bidder agrees that if the work is not substantially completed by the completion date stated in the Bid Form, The Bidder agrees to pay the City the sum of **Two Hundred Fifty Dollars ($250.00)** for each and every day of such delay, sum is hereby agreed upon, fixed and determined by Bidder and City, as the liquidated damages the City will suffer by such default and not by way of penalty and that such amount shall be deducted from any balance due the Bidder. If the liquidated damages exceed the sum due or to become due to the Bidder, then the Bidder shall be liable to the City for the difference. The City's right to liquidated damage shall be in addition to, and shall not limit in any way, the City's right to any other remedies available arising out of the Bidder's default, if any. The City may extend the completion date due to weather conditions that prevent the bidder from completing the project by the contract completion date.

21. Contractor shall provide all materials and equipment necessary to complete this project. All material is to be delivered by Vendor and coordinated with the City.
22. Contractor shall have a minimum of five years ‘experience in athletic complex construction.
23. Contractor shall be required to submit a list of (3) three verifiable references. Please use pages in this RFP to submit references. Included in the reference information should be customer contact information, duration of business relationship, and the status of business relationship.
24. All prices shall be quoted F.O.B. Carrollton, Texas, and delivery to City of Carrollton location shall be without additional charges unless otherwise stated in specifications.
25. The bidder shall attach the manufacturer’s name of the equipment or materials to be furnished, type, model numbers, manufacturer’s descriptive bulletins and specifications. All guarantees and warranties must be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer’s specifications in respect to the successful bidder shall be considered as part of his contract with the City of Carrollton.
26. The bidder shall show in the bid both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.

AGREEMENT BY BIDDER

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTION MUST BE IN WRITING.

1. **BIDDER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CARROLLTON FROM AND AGAINST ALL DEMANDS, CLAIMS, SUITS, COSTS EXPENSES, DAMAGES AND JUDGMENTS BASED UPON INFRINGEMENT OF ANY PATENT RELATING TO GOODS SPECIFIED IN THIS ORDER OR THE ORDINARY USE OR OPERATION OF SUCH GOODS BY THE CITY OR USE OR OPERATION OF SUCH GOODS IN ACCORDANCE WITH BIDDER'S DIRECTION.**
2. The specifications are complete as written. No oral representation made by any agent or employee of the City, or its affiliate agencies, shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.
3. The city of Carrollton is tax exempt from state and local sales taxes, and a tax-exempt certificate will be provided to the awarded Vendor. No state or local sales taxes should be charged to the city for products or services in compliance with this contract.
4. Each bidder when affixing his signature to the "Proposal of Bidders" states that he has not, directly or indirectly, entered into any agreement, express or implied, with any other bidder or bidders, having for its object the controlling of the price, or amount of such bids, the limiting of the bids of bidders or the paying to any one any money for promotion expenses. the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or the profits thereof.
5. Texas Government Code §2270.002 prohibits any Texas government from doing business with any company who boycotts doing business with Israel, and Texas Government Code §2252.152 prohibits any Texas government from doing business with Iran or any terrorist entity. The Texas Comptroller maintains a list of these companies, and this list will be checked before Carrollton chooses a company for this bid award. Bidder, by submitting a proposal, and by signing an agreement with the City, represents that Bidder does not boycott Israel or do business with Iran or any terrorist entity, and will not boycott Israel or do business with Iran or any terrorist entity during the term of the contract.
6. No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A VIOLATION OF ANY ONE OF THE FOREGOING PROVISIONS ON THE PART OF A BIDDER SHALL BE SUFFICIENT REASON FOR THE REJECTION OF HIS BID OR MAKING VOID ANY CONTRACT MADE BY HIM WITH THE CITY BASED UPON SUCH BID.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to comply with provision of the request for proposal to commence work within ten (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete by the November 1, 2019.

_____
Contractor

By: _____

Signature: _____

Title:_____

_____
Address

_____
City State Zip

_____
Phone Fax

_____
Email

(End of Section)

THIS FORM MUST BE TURNED IN WITH YOUR BID

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the Vendor identified below. If the Vendor identified below is awarded this contract by the City of Carrollton, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

_____ _____
Agent Signature Printed Name

_____
Name of Insurance Carrier

_____
Address of Agency City State Zip

_____
Phone # Fax # Email Address

_____
Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named _____

On this _____ day of _____, 2019.

(seal)

_____
Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this Vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact, City of Carrollton Purchasing at 972-466-3115.

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires that any Vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the city of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

> The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than $23,500, then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:
(1) A Class C misdemeanor if the contract amount is less than $1 million or if there is no contract amount for the contract;
(2) A Class B misdemeanor if the contract amount is at least $1 million but less than $5 million; or
(3) A Class A misdemeanor if the contract amount is at least $5 million.
The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____
Signature of vendor doing business with the governmental entity

_____
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CERTIFICATE OF INTERESTED PARTIES

Form 1295 (Certificate of Interested Parties attached) must be submitted through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information is found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form to the city before City Council approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we , _____ Principal, and _____ _____, a corporation duly organized under the laws of the State of _____, and authorized to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of Carrollton, , in the sum of _____5% of amount bid_____dollars ($_____) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid to City on a contract for

REBID - RFP 19-036 VETERAN'S MEMORIAL PLAZA

NOW, THEREFORE, if the City shall accept the bond of the Principal and the Principal shall enter into a contract with the City in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, then this obligation shall be null and void, otherwise to remain in full force and effect and the amount hereof shall be paid to and retained by City as liquidated damages for Principal's failure to do so.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

Signed and sealed this _____ day of _____, 2019.

_____
Principal

By: _____

Title: _____

(NAME OF SURETY)

By: _____

Title: _____

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of Carrollton (City), in the penal sum of _____ for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the _____ day of _____ 2019, for REBID RFP 19-036 VETERAN'S MEMORIAL PLAZA which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal and its subcontractors shall well and faithfully make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supply labor or materials in the prosecution of the work under the contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. The surety company must have a minimum rating of A VII.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of , 2019.

_____	_____
Principal	Surety
By:_____	By:_____
_____	_____
Print or Type Name	Print or Type Name
Title:_____	Title: _____
Address:_____	Address: _____
_____	_____
_____	_____

The name and address of the Resident Agent of Surety is: _____

_____

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That _____of the City of _____, County of _____, and State of _____, as principal, and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Carrollton, Texas (City), in the sum of dollars ($____TO BE DETERMINED__) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the ____day of _____, 2019, for REBID RFP 19-036 VETERAN'S MEMORIAL PLAZA , which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless City from all costs and damages which City may suffer by reason of Principals default, and reimburse and repay City all outlay and expense which City may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. The surety company must have a minimum rating of A VII.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____day of _____, 2019.

_____	_____
Principal	Surety
By:_____	By:_____
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____
_____	_____

The name and address of the Resident Agent of Surety is: _____

_____

CITY OF CARROLLTON, TEXAS

CONTRACT AGREEMENT

REBID RFP#: 19-036 VETERAN'S MEMORIAL PLAZA

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS AGREEMENT, made and entered into this _____day of _____ 2019, by and between the City of Carrollton, a municipal corporation, located in the County of Dallas and State of Texas, acting through Marc Guy, Assistant City Manager, thereunto authorized so to do hereafter termed CITY, and _____, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the CITY to commence and complete the construction of certain improvements described as follows:

REBID - RFP 19-036 VETERAN'S MEMORIAL PLAZA

and all extra work in connection therewith, under the terms as stated in the Request for Proposal, including the General Conditions of the Agreement and at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, all plans, specifications and other drawings and printed or written explanatory matter thereof, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract. All terms, conditions, pricing, and other details presented by the Contractor in their Request For Proposal response are to be made a part of this agreement.

The CITY agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.

The City of Carrollton
CITY

By:_____
Chrystal Davis
Assistant City Manager

ATTEST:

_____
Lauren Garber
City Secretary

By authority of Council
Action dated

Approved as to Content:

_____
Scott Whitaker
Parks Director

_____
CONTRACTOR

By:_____

_____
Print or Type Name

Title:_____
(President/Vice-President)

ATTEST:

_____
Corporation Secretary

_____
Print or Type Name