



25-020 Addendum 1

SAFEbuilt

Supplier Response

Event Information

Number: 25-020 Addendum 1
Title: Fire Review and Inspection Services
Type: RFP - Public - Sealed
Issue Date: 8/11/2025
Deadline: 9/3/2025 02:00 PM (CT)
Notes: CITY OF KELLER
REQUEST FOR PROPOSALS

Electronically sealed proposals will be received on eBid until 2:00 p.m. (local time), Wednesday, September 3, 2025, for seeking a vendor(s) to provide all labor and equipment to perform the outlined services within the City of Keller city limits:

Fire Review and Inspection Services

Proposal Documents, specifications, quantities, pre-bid time and date, and other information are available on <https://cityofkeller.ionwave.net>. No hard copies of the Documents will be made available. It is the responsibility of the interested party to print the Proposal Documents. Electronic

Contact information: Interim Fire Chief Charlie Skaggs at 817-743-4401 or cskaggs@cityofkeller.com

Contact Information

Contact: Charlie Skaggs
Address: Fire Department
Town Hall
2
1100 Bear Creek Parkway
Keller, TX 76248
Phone: 1 (817) 743-4401
Fax: 1 (817) 743-4191

Email: cskaggs@cityofkeller.com

SAFEbuilt Information

Contact: Sasha Landrigan
Address: 832 Sandy Ln
Fort Worth, TX 76120-2320
Phone: (970) 237-2238
Email: slandrigan@safebuilt.com
Web Address: www.safebuilt.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jessica Koehler

Signature

Submitted at 8/26/2025 12:25:19 PM (CT)

proposals@safebuilt.com

Email

Requested Attachments

Completed ACH Form/Bank Letter

City of Keller Authorization to Wire Funds signed KL.pdf

Completed W-9

W-9 SAFEbuilt Texas, LLC.pdf

Conflict of Interest Questionnaire

Conflict of Interest Questionnaire
SAFEbuilt_MKC Signed.pdf

HOUSE BILL 89 VERIFICATION FORM

House Bill 89 Verification Form
SAFEbuilt_MKC Signed.pdf

Response Attachments

SAFEbuilt References for Keller.pdf

Attachment 1 - References

Bid Bond Check Copy SAFEbuilt.pdf

Attachment 2 - Copy of check to be overnighted upon submission

Acknowledgement of Insurance Requirements SAFEbuilt_MKC signed.pdf

Attachment 3 - Acknowledgement of Insurance Requirements

Official Signature Page SAFEbuilt_MKC Signed.pdf

Attachment 4 - Official Signature Page

Bid Attributes

1 INSTRUCTIONS TO BIDDERS

Terminology. Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/BID or contract (e.g., Contractor, Vendor).

2 REQUEST FOR PROPOSAL INSTRUCTIONS

- A. Completed RFPs will be received until 2:00 p.m., Wednesday, September 3rd, 2025, via the City of Keller's eBid system at <https://cityofkeller.ionwave.net>. RFP responses received after the closing time and date will not be considered.
- B. The City WILL NOT ACCEPT a RFP response or alterations to a RFP response via Fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No RFP responses received via Fax or e-mail will be considered under any circumstances.
- C. The City will not release any RFP information until such RFPs have been opened, read aloud and/or awarded/rejected.
- D. Proposers are to propose on all items as specified. A contract may be awarded to more than one proposer based on the total proposal, parts of the proposal, or other factors deemed in the best interest of the City.

3 RFP SCHEDULE & SPECIFICATIONS

All Proposed Services Shall Be In Accordance With Currently Adopted Codes and City Standards.
Note: Please review and complete all documentation as required on the RFP Form Return Checklist and subsequent document requirements before submittal. Please confirm all calculations prior to submittal.

☒ I ACKNOWLEDGE

4 FIRE PREVENTION SERVICES SPECIFICATIONS

GENERAL NOTES

1. All services shall conform with City of Keller standards and currently adopted fire codes, with amendments.
2. All personnel must possess current ICC certifications and State of Texas Fire Marshal requirements.
3. All services shall interface with Tyler Technologies Enterprise Permitting & Licensing (EP&L) system as well as ESO Fire Inspection system.
4. Digital plan review capabilities using Bluebeam Studio are required.

SECTION A - PLAN REVIEW SERVICES

1. Fire Prevention Plan Review (Development Projects) - Initial review within 8 working days, resubmittals within 4 working days.
2. Fire Prevention Plan Review (Fire Permits Only) - Review within 12 working days.
3. Expedited Plan Reviews - Completion within 4 working days at no additional charge.

SECTION B - INSPECTION SERVICES

1. Development Fire Inspections - Rough, final, or any other fire-related inspections for residential, non-residential, and municipal projects, as required.
2. Fire Permit Inspections - Inspections for fire-only permits, including, but not limited to, suppression systems, alarms, hot work, etc.
3. Re-inspections - Follow-up inspections for corrections.
4. Next-day inspection availability for requests received by noon; second business day for requests after noon.

SECTION C - CONSULTATION AND ADMINISTRATIVE SERVICES

1. Technical Consultation - Code interpretation and compliance guidance.
2. DRC Meeting Attendance - Required weekly Wednesday morning attendance, as required.
3. Customer Service – Single business day response to inquiries at no additional charge.

SECTION D - SYSTEM INTEGRATION REQUIREMENTS

1. EP&L System Access - City will provide up to 5 licenses (2 permit techs, 2 inspectors with mobile, 1 plan reviewer).
2. Bluebeam Studio - Digital plan review and markup capabilities.
3. IGInspect Mobile Application - iPad-based inspection capabilities.
4. ESO – Fire Inspection Management System

SECTION E - PERSONNEL QUALIFICATIONS

1. ICC Fire Inspector I and II certifications required.
2. ICC Fire Plans Examiner certification required.
3. Texas State Fire Marshal certified Fire Code Official, PE, Architect, or ICC Master Code Professional required for responsible person.
4. Background checks and drug screening as required by City.

SECTION F – PRICING SCHEDULE

Listed under Line Items

5 BID CERTIFICATION DIGITAL SIGNATURE

BIDDERS CERTIFICATION I, the undersigned, by digitally signing, agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this proposal is accepted by The City of Keller that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and the City of Keller, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud. By entering your name in the field provided, you are accepting the terms of this bid. You agree that your typed name will serve as your electronic digital signature.

Matthew K. Causley

6 DEVIATIONS BETWEEN RFP SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the proposed commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all RFP specifications and operational requirements. Should the products/services fail to meet the specifications as required in the RFP, Contractor agrees that the City may elect to do one of the following:

- A. Reject the RFP and void the purchase as to any and all RFP items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

7 RFP AWARD/EVALUATION CRITERIA

A. The City reserves the right to reject any or all RFPs, in whole or in part; to waive any informality in any RFP; and to accept the RFP which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award RFPs by item, combination or groups of items, or total RFP. Additionally, The City reserves the right to award to multiple vendors. Vendors submitting on an "All or None" basis must so indicate on the RFP.

B. The City will evaluate the responses based upon the following evaluation criteria and scoring matrix:

EVALUATION CRITERIA:

This bid will be awarded to the bidder who provides goods or services at the best value for the City. The following scoring will be used to evaluate each proposer's response to the Bid. Points to be awarded based on information to be provided by the vendor including pricing, qualification information provided with the bid, construction time, safety record questionnaire and any other pertinent information the vendor would like the City to consider. Vendor must include a description of why any additional information is pertinent.

A Price	30 pts
B Special Needs and Requirements of the City	20 pts
C Results of Reference Checks	20 pts
D Contractor's Past Performance with City	10 pts
E City's Evaluation of Contractor's Ability to Perform	20 pts
F Maximum Possible Score	100 pts

C. RFPs do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.

D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The bidder may also be required to give a past history and in order to satisfy the City of Keller in regard to the bidder's qualifications. The City of Keller reserves the right to reject any BID if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Keller that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
2. The ability of the bidder to perform the work promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; and
4. The quality of performance on previous contracts or work.

E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.

F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a BID. Such expenses shall be borne exclusively by the bidder.

8 Grievance Procedure

The city of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Jocelyn Wittrock, Purchasing Agent (817) 743-4030 or Pamela McGee, Finance/Purchasing Manager (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the BID request to be acceptable to all Contractors in all respects.

9 EXCEPTIONS/ALTERNATES TO RFP

Exceptions/alternates shall be provided with the proposal submitted via the City's eBid portal. Any interlineation, alteration, erasure, or subsequent alternative RFP submitted via the eBid portal may or may not be considered. Any exceptions/alternates from specifications must be clearly shown with complete information and justification to be provided by the Proposer.

Changes prior to opening of RFP must be submitted before the opening deadline.

10 RFP WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the Request for Proposal for any reason or to reject any and all RFPs, or parts of all or any specific RFP or RFPs. The City further reserves the right to accept part or all of any specific RFP or RFPs, or any combination of RFPs, and to accept any RFP or RFPs with or without trade-in.

After opening, bidders shall not be allowed to withdraw their RFPs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the RFP. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its RFP, the bidder shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, bidders may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

11 LATE RFPS

RFPs received after the official RFP opening date and time will not be considered. The City is not responsible for technological challenges, lateness, or any other circumstances. The time and date recorded by the City shall be the official time of receipt of the RFP. **Contractor is solely responsible for ensuring that RFPs are received by the City on or before the RFP due date and time.**

12 PRICES HELD FIRM

A. All prices quoted shall remain firm for the duration of the annual contract period, unless otherwise specified by the City or Contractor.

B. Each RFP shall be valid for one hundred twenty (120) calendar days after the opening date of the RFP and shall constitute an irrevocable offer to the City of Keller for the one hundred twenty (120) calendar day period. The one hundred twenty (120) calendar day period may be extended by mutual agreement of the parties.

13 DURATION OF AGREEMENT AND PRICE ADJUSTMENTS

A. The successful Proposer will be awarded a one (1) year agreement effective the date of award. Prices are to remain firm for the one (1) year agreement period. At the City's option, the agreement may be renewed for four (4) additional one (1) year periods at a price proposed by the contractor and approved by The City. See Special Terms and Conditions. The Contractor shall submit the renewal proposal with price changes and justification to the Purchasing Agent at least sixty (60) days before the expiration of the current agreement.

B. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 10%, whichever is greater. Renewal shall be at the sole discretion of the City of Keller's departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Agent and must be corrected within 10 days from date of notification. After three non-conformance complaints the contract may be subject to cancellation.

B. Each RFP shall be valid for one hundred twenty (120) calendar days after the opening date of the RFP and shall constitute an irrevocable offer to the City for the 120 calendar day period. The 120 calendar day period may be extended by mutual agreement of the parties.

1 4	PRICE DECLINE Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.
1 5	SAMPLES Samples of items, when required, must be furnished to the City at no cost and if Contractor has not requested the return of the samples within thirty (30) days from the RFP opening date, the samples may be either kept by or disposed of by the City.
1 6	ESTIMATED SPEND A. To assist in establishing a total RFP amount for RFP tabulation purposes, and estimated spend amount may have been listed in the specifications, or on the RFP tabulation form for each item or section. Proposer acknowledges that estimated spend amounts have been used, and further acknowledges that the City reserves the right to increase or decrease that amount during this contract depending upon the City's needs and operations. B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.
1 7	UNIT PRICES AND EXTENSIONS If unit prices and their extensions do not coincide, the City will accept the RFP price(s) resulting in the lesser amount(s).
1 8	PACKING, CRATING AND CARTAGE A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor. B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information: 1. Name and Address of Vendor 2. Name of Receiving Department 3. Job Site or Delivery Location 4. Complete Description of Material(s) Shipped, Including Quantity 5. Purchase Order Number (if applicable)
1 9	DESTINATION CHARGES All products offered shall be RFP F.O.B., final destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.
2 0	TITLE/RISK OF LOSS The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.
2 1	DELIVERY DATES(S) AND LOCATION The maximum number of days to deliver the product after receipt of the City's order shall be 14 days. This date may determine the award. Should contractor be unable to deliver the product by the deadline, a 2% fee for delay per day will be assessed beginning on the first day following the promised delivery date.

2
2 **QUANTITIES**

To assist in establishing a total RFP amount for RFP tabulation purposes, estimated quantities may have been listed in the specifications, or on the BID tabulation form for each item. Bidder acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.

B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

2
3 **IDENTICAL RFPs**

In the event of two or more identical low RFPs, the RFP will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

2
4 **WARRANTY**

Guarantees and warranties, when required, should be included as a part of the RFP as they may be a consideration in awarding the RFP.

2
5 **TERMINATION OF AGREEMENT**

A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.

B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:

1) take possession of the assigned premises and any fees accrued or becoming due to date.

2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.

C. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.

D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this BID, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

2
6 **ASSIGNMENT OF CONTRACT**

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

2
7

RFP Ambiguity

Any ambiguity in the RFP resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of RFP shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of RFP specifications and RFP instructions.**

For clarification of BID specifications, call Charlie Skaggs, Interim Fire Chief at 817-743-4401.

2
8

CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to or delete from this contract. Additionally, the City reserves the right to cancel contract, based upon available funding.

2
9

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/bid amount will not be processed until signed change order(s) are submitted to the Finance Department.**

3
0

MODIFICATIONS, AMENDMENTS AND ADDENDA

The City shall have the right to modify the RFP specifications, instructions, and terms and conditions prior to the RFP submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the BID specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the Fort Worth Star Telegram in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Ionwave Platform <https://cityofkeller.ionwave.net>. It is the bidder's responsibility to contact the City of Keller to obtain the addenda information.

3
1

PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

3
2

GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

3
3

RESPONSE FORM(S) TO BE USED

The RFP quote must be submitted on the form(s) provided in the RFP package in compliance with all conditions listed thereon, unless otherwise specified in the RFP specifications. RFPs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to RFP on this requirement, please fill out and return the attached "NO RFP" response form.

3
4

SPECIAL TOOLS

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

3
5

OPERATIONAL MANUALS

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

3
6

SAFETY DATA SHEETS (SDS)

If required, RFP shall include an SDS for each product quoted, if applicable.

3
7

EMPLOYEE TRAINING

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at Contractor's expense.

3
8

ORDERS AND PAYMENT TERMS

A. All BIDs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of BID. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. BIDs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244

C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U. S. Post Office. The City would prefer ACH payments to vendors.

3
9

USE OF PURCHASING CARDS

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

4
0

NEGOTIATION

Any attempt to negotiate or provide information on the contents of this RFP with the City or its representatives prior to RFP award shall be grounds for disqualification of the RFP.

4 1	PRICE FIXING In submitting a RFP response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed RFP.
4 2	Required References Contractor must provide a minimum of three (3) verifiable references where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities and/or high-end mixed use developments in the Dallas/Fort Worth Metroplex area.
4 3	Company Name Reference 1 <input type="text" value="Denton County, Texas ESD1"/>
4 4	Address Reference 1 <input type="text" value="511 Gibbons Rd S"/>
4 5	City Reference 1 <input type="text" value="Argyle"/>
4 6	State Reference 1 <input type="text" value="Texas"/>
4 7	Zip Code Reference 1 <input type="text" value="76226"/>
4 8	Telephone Number Reference 1 <input type="text" value="940.464.7102"/>
4 9	Contact Name Reference 1 <input type="text" value="Mon Nguyen, Fire Marshall"/>
5 0	Contact Email Address Reference 1 <input type="text" value="mon@dentoncountyesd1.gov"/>
5 1	Company Name Reference 2 <input type="text" value="City of Dalworthington Gardens, Texas"/>

5 2	Address Reference 2 <input type="text" value="2600 Roosevelt Drive"/>
5 3	City Reference 2 <input type="text" value="Dalworthington Gardens"/>
5 4	State Reference 2 <input type="text" value="Texas"/>
5 5	Zip Code Reference 2 <input type="text" value="76016"/>
5 6	Telephone Number Reference 2 <input type="text" value="817.275.1234"/>
5 7	Contact Name Reference 2 <input type="text" value="Greg Petty, City Administrator"/>
5 8	Contact Email Address Reference 2 <input type="text" value="gpetty@cityofdwg.net"/>
5 9	Company Name Reference 3 <input type="text" value="Town of Cross Roads, Texas"/>
6 0	Address Reference 3 <input type="text" value="3201 US Hwy 380, Suite 105"/>
6 1	City Reference 3 <input type="text" value="Cross Roads"/>
6 2	State Reference 3 <input type="text" value="Texas"/>
6 3	Zip Code Reference 3 <input type="text" value="76227"/>

6 4	Telephone Number Reference 3 <div>940.365.9693</div>
6 5	Contact Name Reference 3 <div>Doug Powell, Development Manager</div>
6 6	Contact Email Address Reference 3 <div>d.powell@crossroadstx.gov</div>
6 7	CONFIDENTIALITY OF DOCUMENTS <p>In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed bids and are not open for public inspection.</p> <p>After RFP opening, except for RFP amounts, names, and addresses of contractors, all other RFP documents and information will be deemed confidential during the evaluation process until formal action to award the RFP or reject all RFPs has been made. Following award of the RFP or rejection of all RFPs, all RFPs shall then become public documents, available for public view upon written request. Copies of RFPs may then be requested by interested contractors, citizens, or City officials.</p>
6 8	CONTACTS WITH CITY EMPLOYEES AND OFFICERS <p>In order to ensure fair and objective evaluation of RFPs, all questions related to this RFP should be addressed only to the person(s) so named herein or in the RFP Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees or any appointed or elected officials without prior written consent will risk elimination of the RFP from further consideration.</p>
6 9	IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT <p>Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.</p>
7 0	SUBSTANCE ABUSE <p>Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.</p>
7 1	CUSTOMER RELATIONS <p>Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.</p>

**7
2 SALES TAXES**

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a “tax exempt number.” The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each RFP submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each RFP. The City cannot determine for the bidder whether or not the item(s) requested in the RFP are taxable to the City. The bidder, through the bidder’s attorney or tax consultant, must make such determination. Bills submitted for taxes after the RFPs are awarded will not be honored.

TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

**7
3 ANNUAL CONTRACT FUNDING**

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this RFP/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

**7
4 Cooperative Purchasing**

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the BID price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful bidder as needed.

**7
5 BRAND NAMES**

If items for which RFPs 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 characteristics of products that will be satisfactory. RFPs offering “equal” products will be considered for award if such products are clearly identified in the RFPs and are determined by the City to be equal in all material respects to the brand name products referenced. Unless the Proposer clearly indicates in their RFP that they are offering an “equal product”, their RFP shall be considered as offering a brand name product referenced herein or in the RFP specifications.

**7
6 CONTRACT CLAUSE**

All bidders understand and agree that the bidder’s response to this RFP invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded or amended only if replaced with a more extensive contract that is agreed to by both parties.

**7
7 CONTRACT ADMINISTRATION**

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor’s expense. Proposer will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Proposer shall not handle any complaints or request from citizens. Any citizens’ concerns should be directed to the City Manager, his designee, or the appropriate City Department.

7
8

FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

7
9

INDEPENDENT CONTRACTOR

The Proposer who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

8
0

QUALITY OF SUPPLIES/COMPONENTS

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/RFP 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 furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City 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.

INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

The contractor shall protect himself and his subcontractors by carrying statutory worker's compensation insurance.

8
2**Acknowledgement of Insurance Requirements**

I acknowledge that by submitting a bid for this project, I am aware of the insurance requirements outlined in these specifications. If I am awarded the bid, I will comply with all insurance requirements within 10 working days of the bid award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the bid, I understand my bid bond will be forfeited.

☒ Yes
8
3**INDEMNIFICATION**

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

8
4**WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller and the Keller Town Center Property Owners Association, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

8
5**Conflict of Interest Questionnaire**

Effective June 29, 2007, H.B. No. 1491 of the 80th Texas Legislature requires a vendor that wishes to conduct business or be considered for business with the City of Keller, Texas to file a conflict of interest questionnaire (See Attachment 2). The Disclosure Act applies to all persons or businesses who conduct business with the City, including those who submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with a City. Pursuant to the requirements of Section 176.006(a) of the Texas Local Government Code, vendors or respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for bids or bids, correspondence, or another writing related to a potential agreement with the City: A vendor or respondent that- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity; or (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions.

8
6**Accept Terms & Conditions**

Do you accept the terms & conditions of the bid

☒ Yes

8
7

BID BONDS

RFP Bond: Unless specified otherwise in RFP specifications, all RFPs shall be accompanied by a RFP bond acceptable to the City in the amount of \$1,500. The City will accept a bond in the form of:

- A surety bond issued by a licensed surety/insurance company,
- A cashier's check issued by a national or state bank, or
- An electronically verifiable digital bond from a nationally recognized surety platform compliant with Texas state law.

All RFP bonds will be returned to Proposer within ten days from award of contract. Personal checks will not be accepted. Failure to submit completed and approved bond documents will result in a RFP rejection. RFPs under \$50,000 will require no bonds.

Performance and Payment Bonds. No contract shall be effective until the following performance and payment bonds are furnished:

When Payment and/or Performance Bonds are required for public works projects, Bidder will execute separate performance and payment bonds upon execution of contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements: Bids under \$50,000.00 will require no bonds. Bids in excess of \$50,000.00 but less than \$100,000.00 will require bid and payment bonds. Bids in excess of \$100,000.00 will require bid, payment and performance bonds.

Bid Bonds for bids taken electronically should be mailed to the following address and must arrive by the date and time listed for the electronic bid to be opened. Facsimilies will not be accepted. Bid bonds should be mailed to: City of Keller Finance Department PO Box 770 Keller, TX 76244-0770 Bonds mailed to the City for electronic bids MUST include the following information: Bid Title Bid Number Bid Opening Date and Time

☒ Understood

8
8

E Bid Instructions

Bidders are to bid on all items as specified. Base Bids will be awarded to one bidder based on the total bid for the services specified. Alternate Bids may be awarded to one or more vendors.

8
9

DEBARMENT

By submitting a RFP, the Proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

9
0

BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

9
1

CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

9 PRE-ESTABLISHED CONTRACTS

2

The City has access to “Pre-Established Contracts” such as US Communities, State contracts and local purchasing agreements. The City will evaluate the RFP amount with what is offered through these contracts and determine which is the most advantageous to the City.

9 GOVERNING LAW

3

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

9 Disadvantaged Business Enterprises

4

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller BID process. The City of Keller will provide additional clarification of specifications, assistance with BID Proposal Forms, and further explanation of bidding procedures to those DEBs who request it. Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

9 Instructions To Bidders

5

Do you accept the instructions to bidders?

☒ Yes

9 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

6

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this RFP documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

9
7**LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270**

Vendor shall submit HB89 Verification form prior to award of contract.

9
8**MID-CONTRACT PRICE ADJUSTMENTS**

Proposed prices shall remain firm as out outlined in Section 9, Instructions to Proposer, Prices Held Firm, unless:

A. Measurable and justifiable supply/demand market disruptions impact the availability, pricing, quantity or quality of goods, materials and/or equipment.

B. Measurable and justifiable market disruptions impact the availability, pricing, quantity, or quality of labor.

Bid Lines

1

Package Header

PLAN REVIEW SUBTOTAL

Quantities are based on Estimated Annual Hours

Quantity: 1 UOM: Annually Total: **Package Items****1.1** Fire Prevention Plan Review (Development)Quantity: 120 UOM: Per Hour Unit Price: Total: **1.2** Fire Prevention Plan Review (Fire Permits)Quantity: 80 UOM: Per Hour Unit Price: Total: **1.3** Resubmittal ReviewQuantity: 60 UOM: Per Hour Unit Price: Total:

2

Package Header

INSPECTION SUBTOTAL

Quantities are based on Estimated Annual Hours

Quantity: 1 UOM: Annually Total: **Package Items****2.1** Fire Inspections (Development)Quantity: 300 UOM: Per Hour Unit Price: Total: **2.2** Fire Inspections (Fire Permits)Quantity: 200 UOM: Per Hour Unit Price: Total: **2.3** Re-inspectionsQuantity: 50 UOM: Per Hour Unit Price: Total:

3

Package Header

CONSULTATION SUBTOTAL

Quantities are based on Estimated Annual Hours

Quantity: 1 UOM: Annually Total: \$11,750.00

Package Items

3.1 Technical Consultation

Quantity: 50 UOM: Per Hour Unit Price: \$110.00 Total: \$5,500.00

3.2 DRC Meeting Attendance

Quantity: 50 UOM: Per Hour Unit Price: \$125.00 Total: \$6,250.00

4 CONTRACT TERMS

The contract period shall begin on the date of award and shall continue for a period of one (1) year. Upon award, the contract shall automatically renew for up to four (4) additional one (1) year periods, at the proposed escalation rates indicated by the Contractor under "Renewal Options." These rates shall not exceed the Consumer Price Index (CPI) for the Dallas-Fort Worth statistical area for the preceding 12-month period, or 10%, whichever is greater. Renewal of the contract shall be at the sole discretion of the City of Keller.

RENEWAL OPTIONS

The City of Keller reserves the right to exercise the option to automatically renew the contract for up to four (4) additional one (1) year periods, provided that such option is stipulated in the Special Terms and Conditions and agreed to by both parties.

The Contractor shall update and submit any required legal documents, as specified in the Special Conditions, no later than thirty (30) calendar days prior to the start of a new contract renewal period. These documents may include, but are not limited to, current Certificates of Insurance and Payment Bonds, and must remain in effect throughout the full duration of the renewal period. Failure to submit these documents in complete form within the specified timeframe may result in the City rescinding its renewal option and initiating a new RFP process.

The City may elect to award a contract to multiple vendors. However, if only one vendor is selected, and elects not to accept the renewal for any of the four (4) additional one (1) year periods, the City may offer the opportunity to the next lowest responsive proposer for that section, at either the original pricing and discounts or with market-adjusted pricing as justified and proposed by that contractor. If both the primary and next lowest proposer decline the renewal or award, the City of Keller reserves the right to re-propose the affected section or the entire contract.

Annual Renewal Escalation Maximum Proposal:

RESPONSES ENTERED BELOW

*Escalation percentages may be considered in determining the best value to the City.

MID-CONTRACT PRICE ADJUSTMENTS

Proposed prices shall remain firm as out outlined in Section 9, Instructions to Proposer, Prices Held Firm, unless:

A. Measurable and justifiable supply/demand market disruptions impact the availability, pricing, quantity or quality of goods, materials and/or equipment.

B. Measurable and justifiable market disruptions impact the availability, pricing, quantity, or quality of labor.

(Line excluded from response total)

Price: No response Total: No response

Item Attributes

1. YEAR 2

4.5%

2. YEAR 3

4.5%

3. YEAR 4

4.5%

4. YEAR 5

4.5%

Response Total: \$109,100.00