



RFP INVITATION

The City of Keller, Texas (the City) is soliciting sealed RFPs for professional services for commercial and residential construction inspections. The successful Contractor shall agree to provide the City with the specific services as outlined in the RFP Specifications.

RFP Due Date/Time: 2:00 p.m., Monday, March 12, 2018

Designate on the front, lower left-hand corner of your response, the following:

RFP Number: 18-03

Subject: Third-Party Building Inspection Services

Do Not Open-RFP Documents

RFP Mailing: City of Keller
Address: Purchasing Dept.
P.O. Box 770
Keller, Texas 76244

RFP Courier: City of Keller
Delivery address: Purchasing Dept.
1100 Bear Creek Pkwy.
Keller, Texas 76248

For convenience at RFP opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

Total Annual Charge Proposal \$ 120,000.00 (dollars)

CONTRACTOR INFORMATION:

Countywide Inspection Services
Company name

Jason W. Cottongame
Company representative signature

431 Oak St
Address

Jason W Cottongame
Company representative printed name

Graham Tx 76450
City, State & Zip

Owner / Manager
Title

940-521-6655
Area code & telephone number

3/1/18
Date

***** THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED *****

RFP FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Acknowledgement of Insurance Requirements	<u> X </u>	<u> X </u>
2. References	<u> X </u>	<u> X </u>
3. Signature Page	<u> X </u>	<u> X </u>
4. Conflict of Interest Questionnaire	<u> X </u>	<u> X </u>

INTRODUCTION

The City of Keller is accepting proposals for professional services for commercial and residential building inspections. The City has used third-party services in some form for approximately fifteen years and currently uses a third-party contractor for all commercial and residential inspections.

Keller is located in the northeast area of Tarrant County and has a current population of approximately 44,620. In 2017, the City issued 325 single-family residential permits with a total valuation of \$48.5 million and 62 commercial/multi-family permits with a total valuation of \$12.6 million. Several new residential subdivisions are currently under construction or under review, and approximately \$10.1 million of commercial projects are currently under construction or under review. The City is anticipating 2018 to be an active year for both residential and commercial permits.

The City has available an office cubicle and desktop computer for third-party inspection staff, if so desired. Currently, the City is provided with two building inspectors by the contracted firm with an availability of eight hours per day, five days per week, with 24 hour/ 7 days a week emergency availability. The City may also use the third-party firm for consultation purposes as required by the City Building Official. The City Building Official shall retain final authority in all matters of code interpretation.

SCOPE

Professional services will be needed in three functions of municipal regulations:

- (1) Daily one- and two-family residential and townhome inspections in accordance with the *International Residential Code (IRC)* 2015 with amendments, and the City of Keller's Unified Development Code (UDC).
- (2) Daily commercial and multi-family inspections in accordance with the *International Building Code (IBC)* 2015 with amendments and the UDC.
- (3) As needed, same day emergency inspections at no additional charge.

COST PROPOSAL

The City shall only compensate for services rendered after services have been performed. In addition, the City will compensate for those services on a monthly basis at a flat rate per month. Please note below your proposed flat monthly charge and its extended annual amount.

Flat Monthly Charge \$ 10,000.00 (dollars)

Total Annual Charge \$ 120,000.00 (dollars)

1. Residential Inspection

Services will include inspection of residential structures plus miscellaneous residential projects such as swimming pools, accessory buildings, and water heater replacements. Inspections will include all building, energy, mechanical, electrical, and plumbing disciplines in accordance with the most recently updated UDC and/or other adopted codes. Inspections include:

- (a) T-Pole
- (b) Plumbing Rough
- (c) Foundation
- (d) All-Seconds
- (e) Insulation
- (f) Permanent Power
- (g) Final
- (h) Miscellaneous

2. Commercial and Multi-Family Inspection

Services will include all commercial projects from small tenant finish-outs up to multi-million dollar projects. Inspections will include all building, energy, accessibility, mechanical, electrical, and plumbing disciplines. The number and type of inspections will depend upon the project. The attendance of pre-construction meetings will also be required on major projects as required by the City Building Official.

MINIMUM INFORMATION

Responses to the RFP should include the following as listed below:

- (1) Provide a brief description of the firm, including number of years the firm has been in existence, range of professional services, office location(s), and staff size.
- (2) Provide qualifications and resumes of all owners and principles.
- (3) Include an organizational chart that indicates the key personnel proposed for this project and their responsibilities. This chart should also include any proposed subcontractors. Designate one responsible person in charge who is at least one of the following:
 - (a) Registered professional engineer in the State of Texas
 - (b) Licensed architect in the State of Texas
 - (c) Certified master code professional from the International Code Council
- (4) Provide work experience, education, and certifications for each inspector. Preference will be given to those firms who have certified combination inspectors.
- (5) References from municipalities if the firm has performed similar duties.
- (6) Demonstrate ability in commercial plan review and inspections by examples of projects.
- (7) Cost of services and fee schedule.
- (8) Turnaround time for standard inspections.
- (9) Any additional information which you feel would make your firm uniquely qualified or describe why your firm should be selected.

Note: Firm must never have been subject to any disciplinary action which would have revoked or suspended the firm's ability to perform inspections in any municipality.

MINIMUM QUALIFICATIONS

- (1) All inspectors must be certified by the International Code Council (ICC) in each trade in which they inspect. A State of Texas plumbing inspector's license is required for all plumbing inspectors. Residential and/or commercial energy code certification is also required for all inspectors.
- (2) Each inspector will be required to have an iPad, generation 4 or newer, with an active cellular modem. The iPad will be used to access the City's Building Inspections system called Superior TRAKiT.
- (3) Each inspector must have a working cell phone and number that will be provided to the general public. Efficient communication with staff and the construction community is essential.
- (4) Inspectors shall undergo a background check and drug screen conducted by the City of Keller prior to performing inspections.
- (5) General Liability Insurance to cover each inspector as detailed herein.

INSTRUCTIONS FOR RFP

Terminology Throughout this document, the terms Contractor, Professional 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 services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFP or contract (e.g., Contractor, Vendor).

1. RFP INSTRUCTIONS

- A. Completed RFPs will be received until **2:00 p.m., Monday, March 12, 2018**, at the Town Hall Receptionist's Desk or Public Services, Community Development Department, 1100 Bear Creek Parkway, Keller, Texas, 76248. RFP responses received after the closing time and date will be returned unopened to the Contractor.
- B. The City WILL NOT ACCEPT an RFP response or alterations to an 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 information of vendors who have received the RFP Specifications until such RFPs have been opened.

2. SIGNATURES

All RFP responses must be signed by an authorized representative of the Contractor. Unsigned RFP responses will not be considered under any circumstances. Signatures on all RFP responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in this RFP and RFP Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. DEVIATIONS BETWEEN RFP SPECIFICATIONS AND SERVICES RENDERED

Prior to acceptance of the proposed service, the City reserves the right to question and inspect examples of performance to verify compliance with all RFP specifications and operational requirements. Should the 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 award as to any and all RFP items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- D. Hire outside sources to correct deviations at Contractor's expense.

4. 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.
- B. The RFP award shall be based on, but not necessarily limited to, the following factors:
 - a) Total price
 - b) Professional background and qualification of key personnel
 - c) Previous experience of projects of this scope
 - d) Reputation for personal and professional integrity and competence
 - e) Quality and completeness of prior work
 - f) Capability to perform all aspects of the scope of work
 - g) Financial stability of firm
 - h) Special needs and requirements of the City
 - i) Results of reference checks
 - j) Firm's past performance with the City, if applicable
 - k) City's evaluation of firm's ability to perform
- C. RFP's do not become contracts until they are awarded by the City Council and accepted by issuance of a Contract and Purchase Order 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 proposer 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 proposer may also be required to give a past history and references in order to satisfy the City of Keller in regard to the proposer's qualifications. The City of Keller reserves the right to reject any RFP if the evidence submitted by, or investigation of, the proposer fails to satisfy the City of Keller that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer'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 proposer 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 proposer; 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 RFP. Such expenses shall be borne exclusively by the proposer.

5. 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 Payne Randell, Building Official, at (817) 743-4119. 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 RFP request to be acceptable to all Contractors in all respects.

6. EXCEPTIONS/ALTERNATES TO RFP

Any alteration or erasure made before the deadline must be initialed by the signer of the RFP, guaranteeing authenticity. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, **"EXCEPTIONS/ALTERNATES TO RFP"** Any exceptions/alternate from specifications and alternate RFP must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to RFP may or may not be considered by the City.

Changes prior to opening of RFP must be submitted before the opening deadline. Changes must be noted on the outside of the RFP envelope as follows: **"Changes to RFP #18-03"**

7. RFP WITHDRAWAL OR REJECTION

The City reserves the right to withdraw this RFP 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.

After opening, proposers shall not be allowed to withdraw their RFPs unless an obvious mistake is presented and supported by objective evidence that the mistake was unintentional, and approved 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 one (1) day after opening. If permitted to withdraw its RFP, the proposer shall not supply any service, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, proposers 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.

8. LATE RFPS

RFPs received after the official RFP opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the RFP. It is the policy of the City that late RFPs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late RFP is opened in the mail room by City staff in error, or the RFP invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late RFP be considered, even if opened, **Contractor is solely responsible for ensuring that RFPs are received by the City on or before the RFP due date and time.**

9. PRICES HELD FIRM

- A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each RFP shall be valid for one hundred eighty (180) calendar days after the opening date of the RFP and shall constitute an irrevocable offer to the City of Keller for the 180 calendar day period. The 180 calendar day period may be extended by mutual agreement of the parties.

10. QUANTITIES

- A. To assist in establishing a total RFP amount for RFP tabulation purposes, estimated quantities may have been listed in the specifications, or on the RFP tabulation form for each item. Proposer 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.

11. SERVICE PRICES AND EXTENSIONS

If service prices and their extensions do not coincide, the City will accept the RFP price(s) resulting in the lesser amount(s).

12. IDENTICAL RFPS

In the event of two or more identical low RFPs, the RFP will be awarded as prescribed by Section 252.043 (h) of the Texas Local Government Code.

13. TERMINATION OF AGREEMENT

A. Written Notice

- a) The City or Contractor may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

B. Non-appropriation of Funds.

- a) In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

C. Duties and Obligations of the Parties.

- a) In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Contractor for services actually rendered up to the effective date of termination and Contractor shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination.

14. 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.

15. RIGHT TO ASSURANCE

Whenever the City has reason to question the Contractor's intent to perform, the City may demand that the Contractor(s) give written assurance of Contractor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

16. 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. **Proposer is solely responsible for understanding all aspects of RFP specifications and RFP instructions.**

For clarification of these specifications, call Payne Randell, Building Official, at (817) 743-4119.

17. 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.

18. 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/RFP amount will not be processed until signed change order(s) are submitted to the Finance Department.**

19. CLARIFICATIONS AND ISSUANCE OF ADDENDA

- A. Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFQ must be requested from Karla Parker, Purchasing Agent, on or before 2:00 p.m., Monday, March 7, 2018.
- B. If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- C. Requests for explanations or clarifications may be faxed to the City of Keller at (817) 743-4030 or emailed to kparker@cityofkeller.com. Emails and Faxes must clearly identify the RFP Number and Title. I would like to be the contact so I can make sure everyone has the same information.
- D. Any interpretations, corrections or changes to this RFQ will be made by addendum. Sole issuing authority of addenda shall be vested in the City's Building Services Division. Contractors shall acknowledge receipt of all addenda within the responses.

20. 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.

21. VENUE

Any contract awarded at the conclusion of the RFP process will be governed and construed according to the laws of the State of Texas. The contract is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

22. 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 bid on this requirement, please fill out and return the attached "STATEMENT OF NO PROPOSAL" response form.

23. PAYMENT TERMS

All payment terms shall be "Net 30 Days" unless specified in the proposal.

B. Payment(s) to Contractor will be made after satisfactory receipt of 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 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.

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 or deposited via ACH.

24. 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.

25. 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.

26. REFERENCES

Contractor must provide a minimum of (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 in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

27. PROPRIETARY INFORMATION

- A. If a Contractor does not desire proprietary information in the Qualifications to be disclosed, it is required to identify all proprietary information in the Qualifications. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Contractor fails to identify proprietary information, it agrees that by submission of its Qualifications that those sections shall be deemed non-proprietary and made available upon public request.
- B. Contractors are advised that the City, to the extent permitted by law, will protect the confidentiality of their Qualifications. Contractor shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Contractor can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Keller, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Contractor, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

28. UNAUTHORIZED COMMUNICATIONS

After release of this RFP, Proposer's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Building Official, as indicated, is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this RFP, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above-listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

29. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediate collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

30. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

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.

31. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety supplies and equipment.

32. SUBSTANCE ABUSE

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 and shall be grounds for immediate termination. Enforcement of this policy is the responsibility of Contractor.

33. CRIMINAL HISTORY BACKGROUND CHECK

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City, and forward all reports to an authorized City representative.

34. CUSTOMER RELATIONS

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 or employee and/or request replacement at any time.

35. LICENSES

The Contractor shall obtain and pay for all licenses required for the work. Upon written notification, the Contractor shall provide notarized copies of all valid licenses 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.

36. TAX EXEMPTION

The City of Keller is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

37. NON-ENDORSEMENT

If a Proposer/Contractors Qualifications are accepted, as outlined in previous sections, the successful Proposer, hereinafter "Contractor," shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Keller's endorsement of the successful Firm's services.

38. COOPERATIVE PURCHASING

Proposers/Contractors 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 Proposer/Contractor may be asked, and is encouraged, to provide services, based upon the RFP price, to any other governmental entity. Proposer/Contractor acknowledges that other governmental entities are eligible, but not obligated, to purchase 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 services from the successful Contractor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as Proposer/Contractor, agree that all terms, conditions, specifications, and pricing would apply.

☒ Yes

☐ No

 Initial

****It is highly desirable for the winning Contractor to participate in Cooperative Purchasing; however, it is not required and a non-response to the Cooperative Purchasing Section will indicate the Proposer does not wish to participate with other governmental entities.**

39. CONTRACT CLAUSE

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

40. 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 services to be provided under this contract. If a service is found to be unsuitable or as required by this contract, the Contractor will be required to remedy the service at Contractor's expense. Contractor will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Contractor 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.

41. 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.

42. INDEPENDENT CONTRACTOR

The contractor 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.

43. 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 Contractor.

44. 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 as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates of insurance shall state the City as Additional Insured where applicable. 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 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.

45. 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 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

46. 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

47. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

48. 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, 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 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, 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.

49. 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, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

50. BONDS

Bonds are not required with this submittal.

51. 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.

52. BANKRUPTCY

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

53. 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.

54. PRE-ESTABLISHED CONTRACTS

The City has access to "Pre-Established Contracts" such as US Communities, State Contracts and Local Buying 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.

55. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any section 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.

56. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "Conflict of Interest" questionnaire (attached). Please complete the attached questionnaire and return with the RFP specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

57. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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 BID 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.

58. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270

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

59. COMPLIANCE WITH APPLICABLE LAW

Proposer agrees that the contract will be subject to, and proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules and regulations.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The first contract period will begin the date of City Council award if subsequent thereto, through a one (1) year period. At City of Keller's option and approval by the Contractor, the contract may be renewed for four (4) additional one (1) year periods, as further explained in Renewal Options. **Prices must not exceed the RFP amount for the entire contract period.**

RENEWAL OPTIONS

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for four (4) additional one (1) year periods, the next low contractor for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original RFP submitted by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, a new RFP will be re-issued. The City of Keller reserves the right to issue a new RFP for the entire contract if the pricing of the next low contractor appears to be excessive.

CITY OF KELLER
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 (Number 43-47). 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.

Jason W Cottongame
Signature

Jason W Cottongame
Printed name

Name of Company: Countywide Inspection Services

Address of Company: 431 Oak St

City, State & Zip: Graham, Tx - 76450

Telephone Number: (940) 521-6655 Date: 3-1-18

****THIS PAGE MUST BE COMPLETED OR BID WILL BE REJECTED****

STATEMENT OF NO PROPOSAL

Third-Party
Building Inspection Services

RFP # 18-03

If proposer is not proposing on the services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ Date: _____

Signature: _____

The above has declined to submit a RFP response for the following reason(s):
(Please check one or all that apply)

- ☐ Specification too "restrictive", i.e., services offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

____ Minority-Owned Business Enterprise
____ Women-Owned Business Enterprise
____ Disadvantaged Business Enterprise

**REFERENCES
ATTACHMENT I**

1. Company City of Graham
Address 429 4th St Graham Tx 76450
Phone 940-549-3324 Fax 940-549-5030
Contact Brandon Anderson

2. Company Town of Northlake
Address 1400 FM 407 Northlake, Tx. 76247
Phone 940-648-3240 Fax 940-648-0363
Contact Nathan Reddin

3. Company City of Gainesville
Address 200 S Rusk Gainesville Tx 76240
Phone 940-668-4500 Fax 940-668-4518
Contact Julie Smith

House Bill 89 VERIFICATION

I, Jason Cottongame (Name), the undersigned representative of Countywide Inspection Services (Company or Business name), hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Keller, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

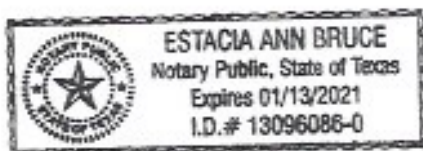
3-1-18
Date

Jason W. Cottongame
Signature of Company Representative

On this 1 day of March, 2018, personally appeared Jason Cottongame, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Estacia Ann Bruce
NOTARY SIGNATURE



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received:

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

Jason Cottongame2 ☒ 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Jim W. White
Signature of person doing business with the governmental entity3-1-18

Date

Adapted 06/29/2007

****THIS PAGE MUST BE COMPLETED OR BID MAY BE REJECTED****

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 § 176.005(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.