



REQUEST FOR QUALIFICATIONS 23-316-13

Pavement Assessment and Management System

NOTICE TO PROPECTIVE CONSULTANTS AND PURPOSE

The City of Ennis is seeking Statements of Qualifications (SOQs) from licensed professional engineering firms or professional pavement management firms with expertise in pavement assessment, management, and engineering, to inventory, analyze, and implement a GIS based Pavement Assessment and Management System (PAMS) of all City maintained roadways.

The purpose of the Pavement Assessment and Management System project is to provide the City of Ennis with the current conditions of its pavement network, to develop and furnish a Pavement Asset and Management System, and to provide optimized short-term and multi-year maintenance and street reconstruction recommendations with associated budget scenarios.

SCOPE OF SERVICES

The following is a general outline of the scope of work to be provided by the Consultant. This scope includes the essential elements to assess pavement conditions and implement a Pavement Asset Management System, but proposing firms are encouraged to include any items that they believe may have been overlooked or to note any items that they believe may be unnecessary.

1. PROJECT INITIATION & KICKOFF MEETING WITH CITY STAFF

- a. Attend preliminary meeting with City staff. The purpose of this meeting is to review the technical approach and data quality control for data collection, finalize scope of work and deliverable formats, review project schedule, phases and measurable milestones, review project budget, obtain list of recently completed rehabilitation projects and address any other project related issues.
- b. Review all documents provided by the City necessary to complete the work. The City will provide the following based on GIS and other available information sources:
 - City maps including street inventory
 - Previously completed pavement assessment
 - List of streets that have recently been rehabilitated
 - Maintenance projects information

2. IMPORT THE CITY'S GIS ROADWAY CENTERLINE AND UPDATE ROADWAY INFORMATION

- a. Review the City's pavement inventory attributes
 - Confirm length, width, and pavement classification of all roadway segments.
 - Verify roadway functional classification information, i.e. local residential, local commercial, collector, or TxDOT maintained, and the logical paving project limits based on the City and State's existing digital mapping.
 - Add in any new streets that may have been constructed and/or accepted and be sure to include appropriate street number & block order referencing in the inventory.
 - Inventory all City maintained pavements by proper pavement management sectioning techniques. Both station references and descriptive boundaries shall identify each section.

3. PAVEMENT SURVEY AND CONDITION DATA COLLECTION

- a. Conduct comprehensive pavement condition survey of the City's pavement network including all streets and paved alleys (excluding private streets). The City has approximately 125 centerline miles of local streets.
 - All pavement condition data shall be accurate, reproducible, and collected using automated technologies that utilizes the ASTM D6433 Pavement Condition index (PCI).
 - The Consultant should have sufficient experience and staff availability to perform the citywide pavement condition assessment in a timely manner.
 - Provide a technical memorandum documenting the methodology for performing the assessment, the data collection protocols to be used for the assessment and the method(s) proposed to verify the data quality and validity of the ratings.
- b. Specify and quantify distress types and severity for each City street/allely segment included in the survey.
 - Flexible pavements distresses to be identified and quantified are to include but are not limited to: cracking (longitudinal, transverse, fatigue/alligator), rutting, pavement failure patches, utility patches, and ride quality.
 - Rigid pavements distresses to be identified and quantified are to include but are not limited to: spalling, surface deterioration, faulting, cracking, joint spalling / sealant damage, and ride quality.
- c. System output shall provide photos or video of the current condition of the roadway that provides a visual representation of the condition and distresses present.

4. OPTIONAL PAVEMENT TESTING AND ANALYSIS

- a. City may elect to separately approve physical testing and analysis of specific locations or areas
 - Based on field reconnaissance and conditions found during inspection and observation surveys, the structural integrity of pavement may require further assessment by means of other pavement evaluation processes/techniques such as coring, geotechnical investigation, the use of deflectometer, dynamic cone penetrometer, laser surface profiler, or similar equipment.
 - These services would be authorized and negotiated on a case-by-case basis.

5. DATA PROCESSING

- a. For each data stream (surface distress, roughness, rehabilitation and maintenance history, road classification, traffic or any other relevant available information), aggregate and process the data across the entire roadway network to the section level to be developed for the City's Asset Management System.
- b. Develop a pavement condition PCI score for each roadway section using all applicable data streams.

6. PAVEMENT ANALYSIS AND BUDGET DEVELOPMENT

- a. Select the appropriate treatment or rehabilitation strategy for each City street and alley included in the survey.
- b. The Consultant will work with City staff to develop and finalize pavement rehabilitation model parameters. These will be updated as necessary based on City budget scenarios.
- c. Pavement rehabilitation methods to be reviewed and included in the model results shall include but should not be limited to: crack sealing, micro-surfacing, slurry seal, minor overlay, surface removals, various percentages of panel replacements across whole segments, and re-constructs. Models shall be configured to take into account rehabilitation sequence priorities and pre-requisites e.g., structural patching prior to minor overlay, if applicable.

7. DELIVERABLE REPORT

- a. Prepare a Pavement Condition Report that identifies the present condition of the pavement and future performance for the next ten years based on performance prediction modeling and local conditions. It shall identify the form, condition and where possible the causes of pavement failure. The report shall integrate and incorporate into its analysis the surface distress, roughness, rut, raveling condition, crack condition, drainage condition, utility cuts, street sections, functional classification, ride quality, traffic volume, and overall condition rating.
- b. Include a Pavement Improvement section indicating maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability that includes a Decision Tree Matrix. The consultant shall recommend strategies and unit costs based on local conditions and explain advantages and disadvantages of each strategy. The report shall make provisions for simultaneously analyzing the effectiveness of numerous maintenance and rehabilitation strategies including preventive and corrective maintenance, recycling alternatives, and surface and base reconstruction. The Consultant will run a number of different pavement management scenarios and the analysis will contain the following:
 - Cost-Benefit Analyses to identify treatments and budget needs.
 - What will the City's overall average pavement condition be if current funding levels remain unchanged for the next three, five, or ten years? Current funding levels will be provided to the Consultant.
 - What funding will be necessary on an annual basis to ensure an average overall pavement condition of 65, 70, 75, or 80 Pavement Condition Index?
 - Graphical representations of future projected condition of the pavement network under various funding scenarios.
- c. Include a Priority Listing of projects to be completed within five years based on cost-benefit analyses of individual strategies, present pavement conditions, current traffic volumes, current and projected funding levels, and routine maintenance needs.
- d. Include a five-year rehabilitation program to include the following:
 - Each fiscal year projects of collector streets; and/or

- Eash fiscal year projects of residential streets and alleys. It is desirable, where applicable, to identify streets included in one fiscal year project(s) to be located in groups to facilitate maintenance or rehabilitation projects.
- e. Include an Executive Summary with objectives for a sound PAMS, field data collection techniques, data necessary to generate a reliable PAMS, assessment and evaluation of results, present condition of streets and maintenance and rehabilitation strategies proposed, conclusions and recommendations.

8. SOFTWARE AND PAVEMENT MANAGEMENT SYSTEM TRAINING

- a. The City is in the process of selecting an Asset Management System and will likely select a product that incorporates Pavement Management. It is anticipated that more information will be available regarding this decision prior to the fee negotiation phase of this project.
 - Option A: The pavement management system shall be based on ESRI's ArcGIS Online platform and file system compatible with Cartegraph OMS or approved equivalent Asset Management System that provides robust functionality including industry-standard attributes, libraries, and condition assessment data compliant with ASTM-D6433-20.
 - Option B: A less likely scenario but one that remains a possibility is for the City to procure a stand-alone PAMS or System that is not a part of a GIS based Asset Management System. If Option B is selected then the consultant shall be prepared to compare advantages and disadvantages of the different PAMS software systems being used by other agencies with respect to cost, user friendliness, ease of updating, and mapping capabilities and submit recommendation as to what PAMS software or system is best for the City's use.
- b. Fully train City Staff on the software integration with ESRI ArcGIS and Asset Management System (compatible with Cartegraph OMS) in the operations and maintenance of PAMS software. The training shall cover data collection and updates, pavement condition surveys, computer operations, data entry/editing, PCI calculations, budget needs analyses, budget optimization analyses, report generation and database management. It is expected that any software performing budgeting, PCI, deterioration modeling of pavement, or matrices for determination of pavement repairs will work seamlessly into the City's Asset Management Software once it is fully implemented.
- c. The City may request that the selected consultant be available for on-call services on an as needed basis. The scope for the on-call services will be defined at completion of the initial scope of services.

9. PRESENTATION

- a. Conduct a presentation of the results of the PAMS to designated City personnel and/or elected officials.

SELECTION PROCESS

Statement of Qualifications (SOQ) or Proposals received after any required deadline will be discarded or returned unopened and shall be considered void and unacceptable.

The City uses a two-step process for the final selection of a qualified consultant.

Step 1 consists of an SOQ package submitted by firms interested in being considered. The City may select up to five (5) short-listed firms based on an evaluation of the written materials submitted. Short-listed firms may be asked to submit additional information.

Step 2 consists of the selection of one finalist following ranking of SOQs and (optional) interviews with the short-listed firms. The City initiates negotiations with the selected consultant to develop a scope of work and fee proposal. If negotiations are unsuccessful, the City enters into the process with the next highest ranked short-listed firm. Final contract award and execution is subject to approval by the City Commission.

Professional services are procured in accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, Professional Services. Selection of the most highly qualified respondent is made based on demonstrated competence and qualifications as determined by the City based on information provided in response to the RFQ.

INQUIRIES

Questions or clarification requests regarding the RFQ or Project shall be directed in writing to: Edward Green, P.E., Director of Public Works via email at egreen@ennistx.gov. All correspondence must include the following reference to be considered: "RFQ Pavement Assessment and Management System". All questions must be asked by 3:00 pm at least three business days before SOQs are due. Both questions and responses will be published on the City of Ennis website at: <https://www.ennistx.gov/PublicNotices>

Participants are expressly instructed that the RFQ contact person is the only authorized source of information concerning this solicitation.

1.0 GENERAL RFQ REQUIREMENTS

Key Dates:

Advertise RFQ 1st publication: June 11, 2023

Advertise RFQ 2nd publication: June 18, 2023

SOQ due: July 31, 2023

Select/Notify Finalist and request priced Proposal: August 8, 2023

Conduct scoping meetings with selected Finalist: August 15, 2023

Priced Proposals due: September 4, 2023

1.1 SOQs and proposals may be sent by shipping company, courier, personal delivery, etc., on workdays between the hours 8:00 am-5:00 pm to this location:

City of Ennis Public Works

Attention: Edward Green – Sealed SOQ

RFQ 23-316-13, Pavement Assessment and Management System

500 Lake Bardwell Drive

Ennis, Texas 75119

1.2 SOQs or Proposals (collectively referred to as "Responses") will not be accepted after the deadlines set for receipt thereof. No submittals received after this deadline will be considered. USPS does not deliver to the above listed address. Delivery by FAX or Email is NOT acceptable. The time/date stamped by the Public Works Secretary shall be the official time of receipt.

1.3 Unless expressly allowed by a written authorization from the City, no Qualification Submissions or Proposals may be changed, amended, or modified in any manner after it is delivered to the City; however, a Qualification Submission or Proposal may be withdrawn and resubmitted any time prior to the deadline set for receipt thereof.

1.4 Qualification Submissions will be opened by Public Works Staff at 2:00 p.m. local time on the "SOQ due" date stated in the Key Dates listed above at the Public Works Conference Room, 500 Lake Bardwell Drive, Ennis, Texas 75119.

1.5 Persons, entities or teams delivering qualifying SOQs will be notified by close of business on the "Select/Notify Finalist and request priced Proposal" date stated in the Key Dates listed above as to whether they have been selected as a Finalist to submit a sealed Proposal for the Project ("Finalist") and a follow up scoping meeting will be scheduled.

1.6 Proposals from Finalists selected to submit a Priced Proposal will be opened at 2:00 p.m. local time on Priced Proposal due date stated in the Key Dates listed above at the Public Works Conference Room, 500 Lake Bardwell Drive, Ennis, Texas 75119.

2.0 STATEMENT OF QUALIFICATIONS FORMAT

2.1 Interested persons, entities or teams submitting Qualification Submissions, must submit four (4) bound copies of their Statement of Qualifications of which one (1) of the bound copies must be an executed original bearing the signature of an authorized representative of the Respondent or Team. Also include a thumb drive containing a .pdf copy of the SOQ.

2.2 Responses must be typed with each page numbered sequentially and contain the components of the bullet point list below. The table of contents should include page numbers and be arranged to correspond with the selection criteria of this RFQ. Each printed copy of Statements of Qualifications shall be limited in length to no more than forty (40) pages.

- A Letter of Interest addressed to the Honorable Mayor and City Commission summarizing the Consultant's understanding of the project and a brief description of the Consultant's strengths to perform the work successfully (Page Limit: 2)
- Cover sheet (Page Limit: 1)
- Table of Contents (Page Limit: 1)
- Statement of Qualifications (Page Limit: 34)
- Statement of Qualifications Signature Form (Page Limit: 2)

+Sheets used for section dividers or covers are encouraged and do not contribute to the maximum page limit.

++ The Insurance Requirement Affidavit, Suspension and Debarment Certification, Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel, and Conflict of Interest Questionnaire Chapter 176 do not contribute to the maximum page limit.

+++Please do not include promotional materials or brochures as part of the submittal package.

Page Format. Respondents are encouraged to use their own format within the guidelines described in the RFQ.

- Maximum page size for text: 8.5 inches by 11 inches.
- Maximum page size for graphics: 11 inches by 17 inches.
- Minimum line spacing: 1.5
- Minimum font size: 11 point (except for documents prepared by others; e.g., Forms).
- Minimum margins: 1 inch on all sides.

3.0 SELECTION CRITERIA

3.1 PROPOSAL CONTENT

The SOQ shall include a Letter of Interest indicating the firm's interest to perform services and the specific tasks or areas of expertise, which if any will be subcontracted, and to whom. Interested firms must submit the material required herein in order to be considered for the project. Please submit the firm's mailing address, phone number, and an e-mail address for the firm's point of contact person on the Letter of Interest. Future contacts by the City will be done via e-mail, whenever possible. The SOQ shall be composed in the following order:

3.2 EXECUTIVE SUMMARY:

Provide a summary addressing:

- Key staff members qualifications, personal experience, and availability
- Team's qualifications and experience in Pavement Assessment and Management System implementation projects.
- Your understanding of the Pavement Assessment and Management System scope of services and brief description of your Work plan approach to meet the City's needs. Include any unique aspects to your approach or ideas related to this project.

3.3 KEY STAFF MEMBERS QUALIFICATIONS AND EXPERIENCE:

The team shall identify the principal staff members who would be assigned to the engagement. Identify any special certifications, degrees, or professional designations held by each design professional you propose to use for the Project. Provide the name, address, size and description of the firm. Provide an Organization Chart. Provide resumes for each key project team member with a description of their proposed role specific to this project, their experience directly related to this type of project, and their availability to provide services on this project. Identify who the proposed Project Manager will be.

3.4 TEAM'S EXPERIENCE AND TECHNICAL COMPETENCE:

Provide a summary that you believe is relevant to the consideration that your team members have the experience and capability to perform this project including the nature of previously completed work on projects that included Pavement Assessment and implementation of Pavement Management System and rehabilitation or replacement strategies and ROI scenarios. Provide a list of locations / projects the team have completed within the last five years and the date completed. Describe proposed Sub-consultant usage if anticipated. Indicate the percentage of work estimated to be performed by the sub vs. the prime. Also, indicate if the prime consultant has previously worked with the proposed sub and give a brief example of the previous relationship(s).

3.5 UNDERSTANDING PROJECT REQUIREMENTS AND WORK PLAN UNIQUE APPROACH:

Provide a narrative of your understanding of the requirements of the Pavement Assessment and Management System and deliverables. Provide a detailed description of your Work plan approach that conveys how your company anticipates accomplishing the project including data collection methodology, tools, major project milestones, activities, tasks, and deliverables, data conversion/data migration approach; assumptions or constraints on which the work plan is predicated. The work plan should demonstrate to the City that your firm understands the tasks involved to produce each of the required deliverables, and shall identify what is required of the City to prepare for the firm's proposed solution. Provide a description of the software application being proposed in terms of capabilities, functionality, and features and the application hosting environment. Describe GIS capabilities and the process required to integrate the data in the PAMS to a geographic data in ArcGIS.

3.6 RESPONSIVENESS TO RFQ:

Responsiveness will be determined based on the team's information and SOQ being complete, clear, and concise and adherence to all of the RFQ submittal requirements.

4.0 CRITERIA OF EVALUATION AND FEE PROPOSAL

4.1 PROPOSAL EVALUATION:

The City of Ennis will evaluate Summaries of Qualifications based on the factors outlined within this RFQ, which shall be applied to all eligible responsive proposals in selecting the successful team.

City reserves the right to reject any or all Proposals and reserves the right to waive any irregularity in the Proposals received. City reserves the right to disqualify any proposal it deems as non-responsive and/or non-responsible. City reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any proposal may be made without discussion with respondents after responses are received. The City reserves the right to cease contract negotiations if it is determined that the respondent cannot perform services specified in their response or within the City's budget. Evaluation criteria will be grouped into percentage factors as follows:

The criteria that will be used by the evaluation committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will score the proposals on each major category. The committee will determine the final rankings of the proposals.

1.	Respondent Key Staff Members qualifications, experience, and availability	25%
2.	Respondent Team's experience and technical competence	30%
3.	Respondent's understanding project requirements and work plan approach	30%
4.	Respondent's responsiveness to RFQ	15%

It is the intent and desire of the City of Ennis to identify, through this RFQ process, the most qualified team for this project. The teams submitting sealed RFQ responses will be evaluated based on the criteria and point scale enumerated above. Using the scores derived from these criteria, the teams will be ranked.

If so desired or deemed necessary by the committee, the top ranked teams **may** be asked to come in for an interview. Once the top ranked team is identified and finalized, the City will move forward with negotiating a final scope of services and fee for professional services.

The City shall first attempt to negotiate a contract with the selected Finalist Study Team. If the City is unable to negotiate a satisfactory contract with the selected Finalist Study Team, the City shall, formally and in writing, end negotiations with that selected Finalist Study Team and proceed to negotiate with the next Finalist Study Team. This will be done in the order of the evaluation ranking until a contract is reached or negotiations with all ranked Finalist Study Teams end.

5.0 FEE PROPOSAL AND SATISFACTORY CONTRACT

Following selection of Finalist Study Team, the team shall submit a draft scope of services and fee proposal in a Professional Services Agreement (PSA) format deemed acceptable by council for the City that thoroughly addresses the scope of services required to provide a Pavement Assessment and Management System plan as described in the requirements of this RFQ. The scope and fee proposal shall include a breakdown by phase and any proposed expenses or subcontractors. The study elements and fee breakdown submitted shall be reviewed to determine their compliance with this RFQ, the Proposal submitted by the Finalist Study Team, and the terms of the standard contract agreement.

The City shall respond to the proposed PSA with either comments or initial acceptance. Once terms are agreed upon with a team, they shall be presented to the City Manager, followed by the City Commission, for final approval.

6.0 STATEMENT OF QUALIFICATIONS SUBMITTAL

6.1 City does not assume, and hereby specifically disclaims, any responsibility or obligation of any nature, to any of the persons or entities responding to this RFQ (or to any other entity) and will make no payment or reimbursement of any cost, fee or other expenditure whatsoever associated with the preparation or submission of a Qualification Submission or Proposal.

6.2 All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process, the contents of their proposals are subject to the provisions of the Texas Public Information Act and may be made public. Confidential and/or sensitive information should not be included in the proposal.

6.3 Any contract(s) awarded will be governed by the laws of the State of Texas and is (are) deemed payable and performable in Ennis, Texas. The venue for all disputes thereunder shall lie in Ellis County, Texas.

6.4 In addition to all rights provided by law, City:

- a) Reserves the right to reject any or all Proposals;
- b) May, at its sole discretion, waive technical mistakes, informalities or irregularities in any Proposal received;
- c) Reserves the right to reject respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process.

6.5 Neither this document, nor the advertisement of the Notice of the RFQ is an offer. The Exhibits attached hereto are incorporated herein for all purposes.

6.6 There is not an expressed or implied obligation for the City to reimburse the responding team for any expense incurred in preparing submittals in response to this request. Statements of qualifications submitted to the City shall become property of the City and will not be returned to Respondent.

6.7 Refer to and complete the Conflict-of-Interest Questionnaire forms attached as Appendix B regarding disclosure and reporting obligations on vendors and potential vendors to local government entities.

6.8 It is the express intent of the City, that each Proposal as submitted be: comprehensive, prepared in good faith, present a reasonable likelihood to be developed, built and become fully operational in a reasonable length of time, and its design and construction to be in full compliance with all applicable laws, rules, regulations, court orders, standards and ordinances. Acceptance of any Proposal is expressly conditioned upon approval of all documents by counsel for City and formal approval of a resolution by the City Commission. Acceptance of any Proposal is not acquiescence or agreement with any term or condition set forth in the Proposal or any proposed documents included in, or referenced by, the Proposal.

6.9 Insurance Requirement Affidavit

- a) Complete and sign the INSURANCE REQUIREMENT AFFIDAVIT. This is to acknowledge that if you are awarded this contract by the City of Ennis, you will be able to, within ten (10) business days after being notified of such, furnish an insurance certificate and endorsements to the City meeting all of the requirements defined in the Insurance Requirements Appendix. Please note the City of Ennis shall be named as an additional insured on a primary and non-contributory basis.

6.10 Suspension and Debarment Certification

- a) Complete and sign the SUSPENSION AND DEBARMENT CERTIFICATION.

6.11 Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

- a) Complete and sign the PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL acknowledgement.

6.12 Conflict of Interest Question Chapter 176

- a) Complete and sign the CONFLICT OF INTEREST QUESTION FORM CIQ.

6.13 Disclosure of Interested Parties Form 1295

- a) House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

**Pavement Assessment & Management System Plan
Request for Qualifications**

STATEMENT OF QUALIFICATIONS SIGNATURE FORM

1. TYPE OF ORGANIZATION: (CHECK ONE)

- a. SOLE PROPRIETORSHIP ()
- b. PARTNERSHIP ()
- c. CORPORATION ()
- d. JOINT VENTURE ()

2. PRINCIPALS (P) AND ASSOCIATES (A):
(WRITE "P" OR "A" FOR EACH INDIVIDUAL INVOLVED IN THE PROJECT)

	<u>NAME</u>	<u>P/A</u>	<u>DEGREE OR CERTIFICATE</u>	<u>INSTITUTION</u>
a.	_____	___	_____	_____
b.	_____	___	_____	_____
c.	_____	___	_____	_____

Proposals must be signed by a person authorized to bind the person or entity making the Proposal.

TYPE OR PRINT:

_____	_____
FIRM NAME	TELEPHONE NUMBER
_____	_____
STREET ADDRESS and/or P.O. BOX NO.	FAX NUMBER
_____	_____
CITY/STATE/ZIP CODE	E-MAIL ADDRESS
_____	_____
FIRM'S TAX IDENTIFICATION NUMBER	INTERNET URL ADDRESS

AUTHORIZED REPRESENTATIVE & TITLE

_____ SIGNATURE	_____ DATE
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APPENDIX A – INSURANCE REQUIREMENT AFFIDAVIT

I, the undersigned Offeror, certify that the insurance requirements contained in this document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Ennis, I will be able to, within ten (10) business days after being notified of such award by the City of Ennis, furnish a valid insurance certificate to the City meeting all of the requirements defined in this RFQ.

(Original Signature)

Name (Print)

BUSINESS NAME:

(Print or Type)

FIRM ADDRESS:

NOTE

If the time requirement specified above is not met, the City has the right to reject this proposal and award the Contract to another firm. If you have any questions concerning these requirements, please contact the City Staff as shown in the Inquires section of the RFQ

INSURANCE

The Contractor, Subcontractor, Consultant, or Vendor, (Contractor) will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under this Contract in compliance with the following:

- A. **Contractors Insurance:** Without limiting any of the other obligations or liabilities of the Contractor, during the term of the contract, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the Owner. Certificates of each policy shall be delivered to the Owner before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the Owner, except when the policy is being canceled for nonpayment of premium, in which case 10 days advance written notice is required. Prior to the effective date of cancellation, Contractor must deliver to the Owner a replacement certificate of insurance or proof of reinstatement. Coverage shall be of the following types and not less than the specified amounts:
1. Workers' compensation in at least the minimum statutory amounts on all employees as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the Owner.
 2. Commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring Contractor's (or subcontractor's) liability for injury to or death of Owner's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits of \$1,000,000.00 as the combined single limit for each occurrence of bodily injury, personal injury and property damage.
 - a. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with Owner.
 3. Comprehensive automobile liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000.00 per occurrence for bodily injury and for property damage. Such insurance shall include coverage for loading and unloading hazards.

B. **Additional Coverage:** Any insurance coverages which are required by statute, which are not expressly stated herein, shall be maintained in accordance with statutory requirements.

C. **Policy Endorsements and Special Conditions:**

1. Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
 - a. Name the Owner as an additional insured as to all applicable coverage;
 - b. Each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Owner by certified mail. If the policy is canceled for nonpayment of premium, only 10 days written notice to Owner is required;
 - c. The term "Owner" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Owner and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Owner;
 - d. The policy phrase "other insurance" shall not apply to the Owner where the Owner is an additional insured on the policy;
 - e. All provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
2. Insurance furnished by the Contractor shall be in accordance with the following requirements:
 - a. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The Owner's decision thereon shall be final;
 - b. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas and shall be represented by an agent or agents having an office located in Tarrant County, Texas or a county with a contiguous border to Tarrant County, Texas; and
 - c. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

3. Contractor agrees to the following:
 - a. Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;
 - b. Companies issuing the insurance policies and Contractor shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;
 - c. Approval, disapproval or failure to act by the Owner regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
 - d. No special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
4. The Contractor shall furnish the Owner with satisfactory proof that he has provided adequate insurance coverage in amounts and by approved carriers as required by these contract documents. Contractor shall not commence work under this contract until Contractor has obtained all the insurance required under this contract, certificates evidencing such coverage are received by the City and such insurance has been approved by the City. Contractor shall be responsible for delivering to the City, Contractor's certificates evidencing such coverage are received by the City and such insurance has been approved by the City. Contractor shall be responsible for delivering to the City, Contractor's certificate of insurance for approval.

APPENDIX B – SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: _____

Firm's Federal Tax ID Number: _____

Signature of Company Official: _____

Printed name of company official signing above: _____

Date Signed: _____

APPENDIX C – CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Section 2270.002, Government Code, (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, the undersigned agent for the company named below, certify that I have read the above statement and will comply with its requirements.

COMPANY NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

APPENDIX D – CONFLICT OF INTEREST QUESTIONNAIR CHAPTER 176

On May 23rd, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1st, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Ennis requires completion of the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the Legislature and encourages vendors submitting bids to become familiar with House Bill 914.

Any questions regarding these requirements, the Texas Ethics Commission may be contacted at 512-463-5800 or at <http://www.ethics.state.tx.us/>.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

APPENDIX E – FORM 1295 DISCLOSURE OF INTERESTED PARTIES

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, signing and returning the form to City of Ennis Finance Department.

Once the form is received by the Finance Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY