

Solicitation 22-06

Fire Hydrant Auditing, Inspecting and Testing Services

Bid Designation: Public



Town of Addison

Bid 22-06 Fire Hydrant Auditing, Inspecting and Testing Services

Bid Number **22-06**
 Bid Title **Fire Hydrant Auditing, Inspecting and Testing Services**

Bid Start Date **Nov 17, 2021 3:27:01 PM CST**
 Bid End Date **Jan 6, 2022 2:00:00 PM CST**
 Question & Answer End Date **Dec 30, 2021 5:00:00 PM CST**

Bid Contact **Wil Newcomer**
Purchasing Manager

Bid Contact **Diana Munoz**
Purchasing Specialist

Contract Duration **1 year**
 Contract Renewal **4 annual renewals**
 Prices Good for **90 days**

Bid Comments ***NO FAX OR EMAIL SUBMITTALS ACCEPTED.**

Item Response Form

Item **22-06--01-01 - Inspect, Test & Report Hydrant**

Quantity **1087 each**

Unit Price

Delivery Location **Town of Addison**
No Location Specified

Qty 1087

Description
*Per TOA Spec



BIDDING DOCUMENTS
FOR
FIRE HYDRANT AUDITING, INSPECTING AND TESTING SERVICES
ANNUAL CONTRACT

TOWN OF ADDISON, TEXAS
BID NUMBER 22-06

I. Advertisement
Town of Addison
FIRE HYDRANT AUDITING, INSPECTING AND TESTING
SERVICES
RFP NO. 22-06

The Town of Addison, Texas requests competitive sealed proposals from qualified contractors, vendors or firms to provide ***Fire Hydrant Auditing, Inspecting and Testing Services – Annual Contract*** within the town limits. Sealed Proposals will be accepted until 2:00 p.m., **January 6, 2022**, at the Finance Building, 5350 Belt Line Rd., Dallas, Texas 75254 – Attention Purchasing Department, at which time offerors' names will be publicly read aloud. Late proposals will not be considered. The associated documents and other information are available on www.bidsync.com. The Town of Addison reserves the right to waive any formalities, to reject any and all proposals, and to select the proposal deemed most advantageous to the Town of Addison.

This Request for Proposals (RFP) is a complete sealed proposal method in accordance with the Texas Government Code Chapter 2269, Subchapter D.

Contractors should identify their proposal on the outside of a sealed envelope by writing the words **“22-06 FIRE HYDRANT AUDITING, INSPECTING AND TESTING SERVICES.”**

PAPER PROPOSALS SHALL BE REQUIRED.

One original paper copy, signed by an authorized officer/agent to contract business for the vendor, and one electronic copy (USB preferred) should be included with the vendor's submittal. All submittals are to be delivered to the Town of Addison Finance Building, address above.

Related documents may be downloaded from www.bidsync.com. The Town of Addison is a "free buyer", meaning that prospective offerors need only a free registration to sign up for plan updates. Offerors assume all risk for acquiring specs and/or plans from third party sites and plan rooms, as only www.bidsync.com will be directly updated by the Town Addison.

The right is reserved by the Mayor and the City Council as the interests of the Town may reject any or all proposals and to waive any formality in proposals received and to select the proposal deemed most advantageous to the Town.

The Offeror (Proposer) must supply all the information required by the Proposal Form.

For information on the proposal or work to be performed, please submit all questions on www.bidsync.com. All questions must be received by 5:00pm on December 30, 2021. The Town will answer all questions as soon as possible.

II. Introduction

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The Town of Addison Public Works Department is requesting sealed proposals from qualified contractors, vendors or firms for auditing, inspection, and testing public fire hydrants located within Addison, Texas.

B. SCOPE OF WORK / GENERAL CONDITIONS

Town of Addison, Texas requires annual fire hydrant inspection and testing services for each hydrant located within town limits. The contract period will be effective for twelve months from the date of award. The contract shall contain and option to extend the term of the agreement for four (4) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

There are 1087 hydrants owned by Town of Addison, Texas to date. In the first year of the Agreement, the Contractor will need to do an extensive inventory which will locate each hydrant and map it to be included in the Town's designated electronic format. It is the Town of Addison, Texas's intent to have all the fire hydrants located, inspected and tested with all data entered into the CityWorks asset management system within 12 months.

1. Contractor shall be willing to enter into liability release agreements with the Town of Addison, Texas.
2. Contractor's performed services under this contract shall comply with all insurance requirements per Town of Addison and accepted prior to contract signatures.
3. The Contractor fully agrees to work in conjunction with the Town of Addison Public Works Department to correct any deficiencies in the inspection and testing procedure and documentation program that prevents the fire protection system from receiving the fully functional operational requirement.
4. Contractor shall perform all fire hydrant inspection and testing services according to the procedures and requirements listed in the most recent version of the American Water Works Association (AWWA) M-17. These specifications establish minimum acceptable testing requirements.

5. Contractor shall locate each fire hydrant in the field using GPS. The Contractor shall collect Latitude and Longitude in decimal format (including 5 decimals) for each fire hydrant with a handheld GPS unit.

6. Contractor shall coordinate and schedule the service with the Town of Addison Public Works and Fire Departments before beginning testing.

7. Contractor shall locate every tested hydrant.

8. Audits:

Contractor shall physically inspect and collect data on each fire hydrant and document in a designated electronic format to be approved by the Town. The data should include at a minimum:

- A. Descriptive location
- B. Hydrant number in accordance with water department labeling
- C. Audit number
- D. Date of audit
- E. Make of hydrant
- F. Model of hydrant
- G. Date manufactured
- H. Main valve size
- I. Size and thread of configuration pumper nozzle
- J. Size and thread of hose nozzles
- K. Operating nut size and shape
- L. Opening direction of hydrant
- M. Location
- N. Distance from hydrant and opening direction of shut off valve
- O. Indicate if valve not found or is buried
- P. GPS coordinates for latitude and longitude in decimal format (include 5 decimals), accurate to the nearest foot
- Q. Number of operating nut full turns from fully open to fully closed

9. Inspections: Contractor shall perform the inspections as follows:

- A. Notify the Water Division of the area(s) you will be in before beginning a day prior.
- B. Visually inspect the area around the hydrant.
 - i. Clear any vegetation within 3 feet of the fire hydrant (you must coordinate with Town of Addison staff prior to clearing vegetation)
- C. Visually check the hydrant for any defects.
 - i. Remove all caps and check the threads. Remove the first cap slowly to ensure there is no pressure on the hydrant – clean

- threads with a wire brush. Lubricate the threads with an approved food-grade grease.
- ii. Check for water in the barrel.
 - iii. Replace caps.
 - iv. If the hydrant is equipped with safety chains, ensure the chains are loose and do not bind on the cap.
 - v. Check the breakaway flange for damage or loose bolts.
 - vi. Check the lubrication of operating-nut threads. Lubricate per the manufacturer's recommendations.
- D. Remove cap from nozzle. Attached fire hose or other deflectors to protect the street, traffic and private property from water expelled at high velocity.
- E. Flush hydrant of any debris.
- F. Open hydrant SLOWLY, approximately 3 to 5 turns (verify operating nut turns freely). Allow time for air to escape from barrel. Then SLOWLY open the hydrant to the fully open position to check operation.
- i. Verify the bonnet area's seals and gaskets are not leaking
 - ii. While taking the static test, verify hydrant drain valve is fully closed/sealed by observing the ground around the hydrant is dry, water is not bubbling up around the hydrant when the hydrant is fully charged, and there is no sound of running/rushing water when the hydrant is fully charged.
 - iii. When hydrant is flowing full, a flow test can be conducted. Some styles of deflectors offer an opening explicitly designed to allow a Pitot Tube measurement to be taken.
 - iv. Record Flow in GPM, static in psi, and residual in psi.
 - v. Flow may then be reduced if desired.
 - vi. Check for leakage at flanges, operating nut, nozzles, and nozzle caps.
 - vii. Allow the water to flow for a minimum of 3 to 5 minutes to flush the hydrant and water lines.
- G. When testing is complete, continue flushing until water is clean and clear.
- i. If needed, the flow may be reduced by closing the hydrant VERY SLOWLY.
- H. Once the water is clear, close the hydrant VERY SLOWLY.
- i. Be aware that some hydrants may not seem to slow down when you turn them, which indicates the hydrant may slam (it will have some slop in the stem and may make a thumping sound when closing). This causes water-hammer and could cause significant damage to the water distribution system. This is why hydrants must be closed VERY SLOWLY.

- I. Wait to make sure the hydrant stops dripping. It should not be necessary to close the hydrant with great force.
 - i. If the hydrant does not shut off completely, debris may be stuck between the disc and seat. Over tightening of the hydrant can do permanent damage to the disc. Open the hydrant to flush the debris, then close the hydrant again. If the hydrant will not shut off completely, notify the Water Division.
- J. Once the hydrant is closed, back off on the operating nut about 1/4 turn.
 - i. This removes the pressure from the operating nut and stem. The main valve will remain closed.
- K. Pump out the hydrant to remove water from the barrel.
- L. Remove any fittings or hoses and replace the caps.
 - i. Apply appropriate lubricant on nozzle threads and replace caps.
 - ii. Tighten the cap and then back off slightly. Caps should be tight enough to prevent removal by hand but loose enough to be removed with ease using a spanner wrench.
- M. Repair any damages from running water.
- N. Report any problems with the hydrant to the Water Division.
- O. Notify the Water Division when you are done for the day.

III. INSTRUCTION TO BIDDERS

1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Town of Addison until time specified in the Invitation to Bid. Bids must be received by the specified time to be considered. Bids cannot be submitted after this closing time. No changes may be made to bids after closing.
- 1.2 Bid responses may be submitted in hard copy to the Finance Department address above.
- 1.3 Bidders are responsible for submitting responses in a timely manner.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the www.bidsync.com system. All addenda are issued through BidSync and acknowledgement must be returned with your bid.

3.0 TAXES

All bids are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- 4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents and project site to ensure that the services you are proposing meets the intent of these specifications.
- 4.2 The Town of Addison is not responsible for incomplete bid packets.

5.0 BIDDING

- 5.1 Bidders are instructed to consider the following factors in preparation of your bid:
- a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
 - b. Bidders are instructed to include all necessary charges related to this solicitation.

6.0 AWARD OF CONTRACT

- 6.1 The Town of Addison reserves the right to accept or reject any bid without compensation to bidders and to waive irregularities and informalities. The Town of Addison will select the bidder(s) with the best overall value for the Town. The evaluation committee will open, read, and evaluate the submittals with each representative providing scores.

The selected best overall value will be based on the following criteria and associated value of each:

- Price – lowest price receives maximum 50 points – The bid will be evaluated, and value paid to the contractor based on the cumulative costs of the total bid items. It is the intent of the Town to be billed monthly for services rendered and approved per hydrant tested and inspected. Any services provided outside of the scope must first be preapproved by Town staff.
 - Experience and Past Performance will receive a maximum of 20 points. Include three (3) references for the contractors, vendors, or firms– Include with your submittal references for three (3) other clients in which you have provided similar services in the past 5 years. Include the name and contact information for the clients representative and describe the number of hydrants inspected and tested within a year. Show experience with similar project.
 - Resources/Capacity – provide the number of individuals that will be dedicated to this contract and commitment to test, inspect and report a total of 1087 hydrants in a calendar year – maximum 20 points.
 - Conformance to Solicitation will receive a maximum of 10 points. This includes format, ease of review by Town, and organization and overall appearance of submittal.
- 6.2 Award will be based upon an analysis and scoring of criteria detailed above.

6.3 The anticipated start date is within 10 days of award.

7.0 CERTIFICATES OF INSURANCE AND INDEMNIFICATION REQUIRED

7.1 Insurance and indemnification requirements are attached as a separate document and must be submitted with response. Submission of response confirms all requirements will be met within the time frame necessary.

8.0 RESOLUTION OF DISPUTES

Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

9.0 NON-DISCRIMINATION POLICY

It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town.

The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

10.0 GENERAL CONDITIONS

- 10.1 Contractor will be subject to penalties if work is not completed by agreed upon time. The penalty amount will be based on the total construction price as laid out in the North Central Texas Council of Governments – Public Works Construction Standards (fifth edition) – section 108.8 Delays; Extension of Time; Liquidated Damages.
- 10.2 Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative of the Town will discuss procedures for the work to be completed.
- 10.3 The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- 10.4 The contractor shall designate a full-time superintendent or foreman who shall be on the job site at all times during inspection. The Town's representative will communicate only with the superintendent or foreman. The contractor may replace the designated superintendent or foreman after notification to the Town.
- 10.5 The contractor hereby agrees to commence work within ten (10) working days of notice being given and complete the work on each group of testing within the agreed upon time frame.
- 10.6 The Town will be responsible for notification to the public of the agreed upon start date and scope of work at least forty-eight (48) hours prior to start of work.
- 10.7 The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- 10.8 The Town may request replacement of designated superintendent or foreman after written notification to contractor. Normal work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays or Sundays without a written request to, and approval from the Town at least forty-eight (48) hours in advance. No work will be allowed on Sundays, during Addison special event, or holidays (listed below).
 - New Year's Day
 - Memorial Day
 - July Third and Fourth
 - Labor Day
 - Thanksgiving Day and Day after Thanksgiving
 - Christmas Eve and Day
 - Martin Luther King Day
 - Taste of Addison

- Addison Kaboom Town
- Addison Oktoberfest

10.9 The Town of Addison Standard Details specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (as adopted by the Town of Addison), shall govern all work performed in the Town of Addison. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both, at the contractor's expense. All invoices are to be submitted to the Town of Addison, Accounts Payable, P.O. Box 9010, Addison, Texas 75001 or accountspayable@addisontx.gov. The Town of Addison shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall have the description of work done, be itemized according to the awarded unit cost. Unit cost shall not change for the initial contract.

10.10 The Town may wish to change the scope of this contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums or agreed unit prices. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.

No Change Order shall be made without a written order from the Town of Addison, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any provision to the contrary contained in this agreement, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.

10.11 No Waiver - One or more waivers to any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies

or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

- 10.12 Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful vendor and Addison. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.
- 10.13 Vendor shall familiarize themselves with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 10.14 The vendor agrees that they will retain personal control and will give their personal attention to the fulfillment of this contract and that they will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Town of Addison, and that no part or feature of the work will be sublet to anyone objectionable to the Owner. The vendor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the vendor from their full obligations to the Owner.
- 10.15 Town of Addison and vendor each binds themselves, their partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.16 The Contractor agrees to pay not less than the minimum wage rates established by law.
- 10.17 Interlocal Agreement: It is desirable for the successful bidder to agree to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 and 271 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful supplier may be asked to provide products/services based upon the bid price, to any other participant.

- 10.18 **Silence of Specifications:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 10.19 **Prior or pending litigation or lawsuits:** Each supplier must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable.

11.0 TERMINATION OF AGREEMENT

- 11.1 **BY TOWN:** Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at its sole option, shall have the right to terminate the contract without further cause.
- a. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
 - b. If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Agreement, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction. The Contractor shall start the process of correcting the deficiencies by noon of the following day communicating the date of completion. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
 1. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
 2. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.

3. The Town of Addison reserves the right to cancel this agreement, without cause with 10 days written notice.
4. The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

11.2 BY CONTRACTOR

- a. Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager of the Town of Addison.
- b. The Town shall deduct any out-of-pocket costs, associated with re-bidding this contract, from money owed the Contractor. Also, any cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

IV. General Construction Specifications Town of Addison

A. Traffic Control

- a. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the "Texas Manual on Uniform Traffic Control Devices for Street and Highways" (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.
- b. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper-level management through field personnel, has received training appropriate to the job decision each individual is required to make concerning traffic control. All traffic control devices shall be used in accordance with the guidelines in the latest revision of the TMUTCD.
- c. All barricades, plastic drums, channelizers, cones, and construction signing shall comply with the requirements of the current "Texas Department of Transportation Barricading and Construction Standards" sheets.
- d. During repair of sidewalks an alternate pedestrian access route shall be provided according to Federal and State ADA requirements. All sidewalk repairs will have ADA compliant barricades with "Sidewalk Closed-Use Other Side" signs at the beginning and end of each excavation site. No signs will be allowed on the sidewalk outside of the closed area.
- e. Interruption with the flow of traffic on major arterials is only permitted between 9:00A and 3:30P under normal conditions. Work times outside of this window must be approved by the Town.
- f. Stop/Slow paddles will be used in all flagging operations.
- g. Flagging personnel must meet the qualifications as stated in the TMUTCD.
- h. No streets shall be closed to traffic without written approval from the Town.

- i. All construction signing shall be reflective and “like new” in appearance. The Town may require that signs be replaced which do not meet these requirements.
- j. “Construction Ahead” and “End of Construction” signs are required to be installed prior to the start of construction.
- k. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of the TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-workdays as well.
- l. Construction signing shall not be removed from the work zone until approved by the Town.

B. Paving/Drainage/Sidewalk/Landscaping/Barrier Free Ramps

Any repairs needed to the surrounding area caused by hydrant testing shall be in accordance with Town Standard Construction Details that is found on the website below.

<https://addisontexas.net/ckeditorfiles/files/Infrastructure-Engineering-Standard-Construction-Details-Paving.pdf>

C. Sediment Control

Contractor is required to meet all Stormwater requirements and will be required to utilize and maintain best management practices at all times.

D. Equipment Left on Jobsite

No equipment shall be left on the jobsite overnight. **All equipment will be required to carry fire extinguishers in case of emergency.**

E. Joint and Crack Sealants

Joint sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 303.2.14 “Joint Sealant”.

Crack sealant shall follow NCTCOG PWCS, Standard Specifications and Standard Drawings Item 401 “Crack Sealing”.

F. General Construction Notes

- a. The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate operator any damage to underground utilities during the course of work.
- b. The Contractor will be responsible for contacting DIGTESS prior to any excavation.
- c. The Contractor shall mark the saw cut and excavation limit on each repair site with a Town representative present.
- d. No sidewalk repair will be smaller than four feet by four feet (4' x 4').
- e. No curb and gutter, or integral curb repair will be smaller than five (5) linear feet.
- f. All paving shall be saw cut along neat lines prior to removal. Any pavement that is chipped or broken outside saw cuts will be repaired as determined by the inspector and at the contractor's expense.
- g. Topsoil will be used to level up excavated areas to receive sod.
- h. The contractor shall remove all trees, stumps, brush, and other debris or deleterious material generated as part of this work that is within 3' of the hydrant. Proper disposal of these items is the sole responsibility of the contractor. Prior to removal, contractor shall notify the Town inspector to verify if removal is needed.
- i. Delays associated with the delivery of materials will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.
- j. The areas adjacent to hydrant testing shall be returned to their original condition. The contractor should use every effort to avoid damage. If damage does occur it is the responsibility of the contractor to repair any damage landscaping, sprinkler systems, or other items affected by the hydrant testing.

- k. Damage to sprinkler systems will be addressed promptly and in the following manner: contractor will inform inspector and property owner of damage. Upon completion of repairs, contractor will inform property owner and Inspector and set up a time to run the system to verify repairs are satisfactory.

Note: Once the damage has been identified, the contractor will repair the damage within 48 hours and verify with the customer that the system has been restored to its original condition. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT AN IRRIGATION SYSTEM HAS BEEN RETURNED TO ITS ORIGINAL CONDITION with the resident, business owner, etc. If condition of the irrigation system has not been verified, payment for that month may be withheld (at the inspector's discretion). Any sod that must be installed due to the construction will be installed within a reasonable time period.

- l. The contractor will make every effort to match existing sod on all repairs.
- m. Contractor's vehicles shall contain company name and information displayed properly on the side.
- n. Labors shall have a uniform identifying who they are working for.

V. Proposal Form

Proposals will be scored by an evaluation committee consisting of Town staff. Proposals will be scored with regards to the following criteria and associated weights:

- **Price:** Evaluation will award up to 50 points based on pricing with low bid receiving all 50 points.
 - **Experience and Previous Performance:** Evaluation will award up to 20 points based on past performance contracts with public agencies and private industry in terms of quality of work, and compliance with performance schedules. List three previous contracts and include the name, address, telephone number, and email address of the point of contact representing the public or private entity for each contract. Contractor is allowed to use the Town of Addison as a reference. Show experience with similar projects.
 - **Resources/Capacity:** All contractors responding to the synopsis will be considered, however, evaluations will award up to 20 points based on the number of individuals dedicated to this contract and the commitment to test, inspect and report a total of 1087 hydrants in a calendar year, ability to link portable internet devices to the Town's app and update data.
 - **Conformance to Solicitation:** This includes format and ease of review by the Town, organization of the submittal, and overall appearance.
- Price - 50%
 - Experience and Past Previous Performance - 20%
 - Resources/Capacity - 20%
 - Conformance to solicitation – 10%

PROPOSAL FORM

TO: The Honorable Mayor and
Town Council Town of
Addison, Texas

The undersigned Offeror, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment and to perform all labor and work necessary for completion of the work described by and in accordance with the Contract Documents and Contract for the following prices, to wit:

Sig

Printed
Name: _____

Title: _____

Business
Name: _____

Date: _____

ACKNOWLEDGMENT OF ADDENDA:

The Offeror acknowledges receipt of the following addenda:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

**PROPOSAL FORM
REFERENCES**

Reference #1

Entity Name: _____

Type of Work performed: _____

Address: _____

Point of Contact: _____

Title: _____

Phone Number: _____

Email: _____

Reference #2

Entity Name: _____

Type of Work performed: _____

Address: _____

Point of Contact: _____

Title: _____

Phone Number: _____

Email: _____

Reference #3

Entity Name: _____

Type of Work performed: _____

Address: _____

Point of Contact: _____

Title: _____

Phone Number: _____

Email: _____

**PROPOSAL FORM
RESOURCE/CAPACITY**

Superintendent/Foreman Assigned to project on daily basis

Name: _____

List number of Individuals to be fully assigned to hydrant testing

Number of hydrants to be completed in a weeks' time

How will your company complete inspection and testing of 1087 hydrants in one calendar year including reporting and repairing any damage?

**PROPOSAL FORM
BID FORM**

Description	Unit	Quantity	Bid Price Each	Total
Inspect, Test & Report Hydrant	EA	1087		

Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. FUNDING OUT CLAUSE: This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) 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 (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. NO BOYCOTTING ISRAEL. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. 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.

31. NO INDUSTRY DISCRIMINATION. The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.



Interested Parties

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 filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

- 2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
- 3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- 4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

—
Printed Name: _____

Signature: _____ **Date:** _____

Town of Addison

Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of _____ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number _____ and expire date _____.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

Question and Answers for Bid #22-06 - Fire Hydrant Auditing, Inspecting and Testing Services

Overall Bid Questions

Question 1

Is it possible to complete the work on Saturdays? (Submitted: Nov 29, 2021 8:09:26 AM CST)

Answer

- The contractor may work regular business hours, Monday through Friday but no weekends. (Answered: Dec 7, 2021 11:43:49 AM CST)

Question 2

Section 8-H: Will the pipe main size be indicated on the map provided? (Submitted: Dec 12, 2021 9:48:06 PM CST)

Answer

- All feeds to fire hydrants are 6 inch. The main size is not necessary for inspections. (Answered: Dec 13, 2021 3:10:39 PM CST)

Question 3

Section-F-iv: When performing a flow test on a hydrant, a static and flow psi can be obtained, but where or how can we get the residual psi requested? (Submitted: Dec 12, 2021 9:50:51 PM CST)

Answer

- The residual PSI would be also referred to as dynamic PSI. The Flow will be measured in GPM. (Answered: Dec 13, 2021 3:10:39 PM CST)

Question 4

Section K: Are we to pump the water out of the hydrant only if it does not drain? (Submitted: Dec 12, 2021 9:52:41 PM CST)

Answer

- Correct it will only be necessary if the hydrant does not drain. (Answered: Dec 13, 2021 3:10:39 PM CST)

Question 5

Of the 1087 fire hydrants to be audited, are any of them private fire hydrants or all they all City owned? (Submitted: Dec 29, 2021 11:05:09 AM CST)

Answer

- All hydrants are owned by the Town of Addison. (Answered: Dec 29, 2021 12:19:47 PM CST)

