



**REQUEST FOR QUALIFICATIONS
SOLICITATION NO. W2019-55-E
for**

**City Engineering Firm
Plan Review Services**

DUE TO THE PURCHASING DEPARTMENT

**CITY OF WYLIE
GLENNA HAYES
PURCHASING MANAGER
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098**

PRIOR TO:

FEBRUARY 19, 2019 prior to 3:00 PM CST

SUBMIT ORIGINAL and THREE HARD COPIES, PLUS 1 DIGITAL COPY

LATE SUBMITTALS WILL NOT BE ACCEPTED

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**Glenna Hayes C.P.M, A.P.P.
Purchasing Manager
glenna.hayes@wylitetexas.gov
972 516 6140**

**Nancy Leyva
Buyer
nancy.leyva@wylitetexas.gov
972 516 6131**

Time Critical Competitive Sealed Bid Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

CITY OF WYLIE
STANDARD TERMS & CONDITIONS

1. **SILENCE OF QUALIFICATIONS:** The apparent silence of these qualifications 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 qualifications shall be made on the basis of this statement.
2. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, City charter, and any other statutes regarding conflicts of interest. No officer, employee or agent of the City of Wylie shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 11.02 of the Wylie City Charter and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
3. **DELINQUENT TAXES:** Any person, Firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
4. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective respondent must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
5. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.
6. **CONTRACT PERIOD:** Shall be stated within the RFQ documents.
7. **FUNDING:** The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available.
8. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the City obtained through the City's Purchasing Department.
9. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 300 Country Club Road, Wylie, TX 75098

10. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the City in RFQ document.
11. **INDEMNITY:** The respondent shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award and the respondent so agrees upon the submission of the RFQ. The respondent shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.
12. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the scope of work contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
13. **REMEDIES:** The successful respondent and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
14. **VENUE:** The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.
15. **INDEPENDENT CONTRACTOR:** RESPONDENT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of the CITY in the performance of this Contract. No term or provision of or act of RESPONDENT or CITY under this Contract shall be construed as changing that status. RESPONDENT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondent superior shall not apply as between CITY and RESPONDENT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and RESPONDENT.

I. INTRODUCTION

Definitions:

City or Owner	City of Wylie, Texas
Firm, Respondent, Submitter	A separate legal entity with its own taxpayer identification number and its own management organization, submitting a response.
Project	Scope of Work as outlined in Section III

A. General:

The City of Wylie is located in Collin County, Texas. The City has a current population of approximately 50,000, and is 35.32 sq. miles in size. Further information about the City of Wylie can be obtained at <http://www.wylietexas.gov>.

The City is accepting submissions from qualified Firms registered with the State of Texas, to provide engineering services to review private development project plans and flood plain study reviews. The intent of the City is enter into an agreement for services as outlined Section II. Submissions will be evaluated according to the stated criteria to determine the most qualified firm in accordance with the Texas Professional Services Act and Government Code 2254.

B. Term of Engagement:

The initial term is estimated to begin on 5/1/2019 (after approval by the City of Wylie City Council and execution of all required documents) through the current fiscal year ending September 30, 2019. The City reserves the right and option to extend contract for up to three (3) additional fiscal years (October 1 – September 30) through 9/30/2022; subject to Council approval of annual funding.

C. Annual Expenditure:

The City estimates that expenditures for any given fiscal year for these services will be \$120,000.00/fiscal year. All work performed by the successful Firm will be invoiced and paid monthly in accordance with the final negotiated contract.

D. Questions Deadline: February 7, 2019 Prior to 12:00 Noon CST

QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX

Respondents may request clarification or interpretation of the solicitation documents. Any such requests must be in writing and may be submitted to the City Purchasing Department up until the questions deadline. All responses will be published in an addendum.

Glenna Hayes, Purchasing Manager
glenna.hayes@wylietexas.gov

Verbal inquiries will not be accepted, and Respondents shall refrain from seeking additional information, clarification or other communications from any outside agency, City Council member, City employee or its agents, other than the Purchasing Department. Any information obtained through any other source other than these specifications and/or an addendum published by Wylie Purchasing Department will not be accepted and may deem a submission as non-responsive.

E. Addendums:

Answers to all questions will be published in writing through an addendum by the Wylie Purchasing Department and posted on the City's web site.

<http://www.wylietexas.gov/departments/purchasing/index.php> .

Addenda(s) will be issued no later than five (5) business days prior to the deadline for submissions of proposals. It is the responsibility of the respondent to verify issuance and obtain all addendums prior to the RFP opening, and to acknowledge receipt of the addenda in their response. All addendums will be made a part of the contract document.

F. Solicitation Receiving and Opening:

Sealed RFQ's - All submissions must be sealed and the face of the envelope must contain the following information:

Solicitation No.: **W2019-55-E**
Name of Solicitation: **RFQ: Engineering Plan Review Services**
Respondent: Your Company Name, Address

"Original" Copy - Submit one (1) labeled "Original" which must include:

- **An original signature on the transmittal letter**
- **An electronic .pdf copy on USB (which includes all signatures)**

"Copies" - Submit an additional three (3) hardcopies of the entire response. Signatures may also be copies.

RFQ Receiving Date and Time: February 19, 2019 prior to 3:00pm CST

RFQ Receiving Location:

Wylie Purchasing Department
300 Country Club Road, 1st Floor (Utility Billing Window)
Wylie, TX 75098
972-516-6140

RFQ Opening Location: Immediately following the closing of the RFP. Only the names of the Firms will be read aloud

City of Wylie
2nd Floor Conference Room
300 Country Club Road
Wylie, TX 75098

All costs associated with the preparation/delivery of the response, and or any subsequent presentations or request for other documentation including travel, is the sole responsibility of the respondent.

G. TIMELINE (all time listed are for Central Daylight Time)

Advertising	1/23/2019 & 1/30/2019
RFP Released	1/23/2019
Questions Deadline	2/6/2019 prior to 12:00 noon
Addendum Released	2/7/2019
RFPs Due	2/19/2019 prior to 3:00 pm CST
City Council Meeting	4/8/2019 tentative

H. Evaluation Criteria:

An evaluation committee will review the submissions received in accordance with the criteria defined herein. Failure of respondents to provide any information requested in this RFQ in their submission, may result in disqualification of the submission.

Firms should not contact any City staff member before, during, or after the RFQ process with any inquiries about the progress of selection or status of any submittal. Firms should direct all questions to the City of Wylie Purchasing Department

The submissions will be evaluated based on the following criteria:

Firm Description and Services 30%

- Firm History
- Areas of expertise and/or specialization
- Location of home and branch offices where the work will be performed

Firm Experience 40%

- Relevant professional experience in the acting role of "City Engineer", including speaking experience (City Council, developers, and the general public)
- Relevant experience with plan reviews and flood plain studies
- Relevant experience of the key staff who would most likely be assigned to the work

References 30%

- Firm's performance of work similar in size and scope for non-municipal clients performed in the past five (5) years.
 - Scope of work, assignment responsibilities
 - Name of client, contact person and phone number
 - Names of Firm's key personnel assigned to the project

- Firm's performance of work similar in size and scope specifically for municipal clients (including the City of Wylie) performed in the past ten (10) years:
 - Scope of work, assignment responsibilities
 - Name of client, contact person and phone number
 - Names of Firm's key personnel assigned to the project

I. Interviews and Presentations:

In fairness to all Firms, requests for interviews or private meetings prior to the closing time and date will not be permitted. However, the City of Wylie reserves the right to conduct interviews with and request presentations from any respondents. The City's selection of firm(s) to interview or make presentations, may be made strictly from the information provided in the RFQ.

J. Contract: (Tentative Start Date 5/1/2019)

It is the intent of the City to enter into a written contract based on successful negotiations with the most qualified Firm. The successful Firm must execute a contract within ten (10) days after receipt of documents, and agrees to submit to the City, a corporate resolution, certificate of partnership, agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture. The resulting contract must be in a form approved by the City's Attorney, and the City does not agree to necessarily accept terms the respondent may propose. Work shall not begin under the contract has been executed by both parties, and the successful respondent is notified.

K. Reservation of Rights:

The City reserves the right to waive any and all informalities, defects, or minor irregularities; request additional information and/or presentations from any and all submitting proponents, reject any and all bids, and/or re-advertise the project to begin the process again. The City may also accept or reject any alternates that may be set forth in the bid. The issuance of this bid, and the acceptance of offers, does not constitute an agreement by the City of Wylie that it will enter into a contract with a respondent for this project.

L. Notice of Public Documents:

Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

M. Insurance Requirements:

The selected respondent shall be required to provide proof of insurance within ten (10) business days of request, in the amounts indicated in the City's "Insurance Requirements" document. Respondent must submit insurance Accord forms and accompanying endorsement pages for insurance to be valid and acceptable to the City.

N. Independent Contractor:

The successful Firm's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of the City in performance of the resulting contract. Under this Contract, no term or provision of or act of the Firm or City shall be construed as changing this status. The successful Firm shall be liable for the acts and omissions of its officers states,

employees, contractors, subcontractors and engineering, and the doctrine of respondent superior shall not apply as between CITY and the successful Firm, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and the successful Firm. All payments for performance under the resulting contract shall be made to the successful Firm.

END OF SECTION

SECTION II

SCOPE OF WORK

The City of Wylie is seeking a qualified Engineering Firm to review plats, development plans, floodplain report and/or floodplain documents submitted to the City by developers or their representatives for compliance with the City of Wylie standards (including but not limited to City of Wylie Code of Ordinances, Subdivision Regulations, Standard Construction Details and Manuals for the Design of Storm Drainage Systems, Water and Sanitary Sewer Lines and Thoroughfare Standards), North Central Texas Council of Governments, Texas Department of Transportation or other applicable County, State or Federal applicable development regulations

Work may also include the review and update of City of Wylie Standard Construction Notes or Details, as well as provide updates to City of Wylie Design Manuals (Storm Drainage Systems, Water and Sanitary Sewer Lines or Thoroughfare Standards). As such, all work produced by the successful Firm (including but not limited to all forms of communications, documents, and notes) may be subject to the Texas Open Meeting and the Freedom of Information Acts. The successful Firm will be responsible for maintaining compliance.

The City reviews an average of eight (8) to ten (10) development plan sets per month of varying size and complexity. For smaller projects (20 sheets and under), review comments are general completed within ten (10) business days of pickup, with larger projects (over 20 sheets) generally completed within fifteen (15) business days of pickup. It is expected that work should be completed and returned with any appropriate comments in a timely fashion. The successful Firm may be required to meet with developers, and are asked to dress appropriately as a representative of the City.

The successful Firm may be requested to attend Wylie City Council and Planning and Zoning Commission meetings, as well as meet with developers and/or the general public. The Firm employees are asked to dress appropriately as a representative of the City, and will be required to comply with general City employee requirements (including but not limited to drug and alcohol use, firearms and sexual harassment).

Minimum Requirements:

Minimum Professional Engineering (PE) license is required for any individual directly reviewing plans or City standards and details or work must be performed under the supervision of a PE. Minimum Certified Floodplain Manager (CFM) license required for any individual reviewing flood studies or floodplain documents.

Work Scheduling:

The successful Firm will be an independent contractor, who will be working under the general guidance of the City's Project Engineer, the Public Works Director and/or the City Manager. The successful Firm will be notified that work is pending, and will coordinate the pickup and review of the plans, studies or standards. The successful firm may choose to perform the required work off-site or at the City's offices during normal business hours. Employees of the Firm will not be granted card reader or key access.

Potential for Conflicting Project Responsibilities (City of Wylie MAPES):

With the completion of the City of Wylie RFQ W2017-76-E and the resulting master agreements (MAPES), the City recognizes that there is the potential for the successful Firm of this RFQ to also be considered for the award of various professional service projects (PSPO) under their MAPES. This would result in the successful Firm submitting capital project plans to the City.

Should this situation arise, the City will note the file and will assume responsibility for review and approval of the work. The successful Firm from this RFQ will not be excluded from consideration of future PSPO awards, nor will they review work submitted by their own firm.

The City encourages all firms who also have a MAPES to submit for this RFQ.

END OF SECTION

SECTION III SUBMITTAL INSTRUCTIONS

Required: One (1) original and three (3) hard copies (semi-permanent binding method) ; plus one (1) digital copy.

References and Proprietary Information:

Submission of a response presumably provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective Firms. Any proprietary information or personal information that the Firm does not want disclosed to the public shall be so identified by the Firm on each page in which it is found.

Format:

Each response shall be **limited to twelve (12) – 8-1/2 x 11 sheets of paper; minimum size 12 font** (excluding the cover, divider tabs, and Tab 3 - City Required Attachments). The information should be submitted in the following order and the sections should be clearly identifiable for ease of evaluation:

Section 1: Introduction

History and general information about the Firm:

- Firms must clearly identify management and persons with controlling interest; and any and all partnering third parties, joint ventures or other associations providing the offered services.
- Areas of expertise and/or specialization
- Location of home and branch offices

Section 2: Firm's Experience & Work Methodologies

- Firm's overall professional experience in the acting role of "City Engineer" or similar capacity:
 - Please include a brief resume(s) for relevant staff who would be assigned to the City, including professional and speaking experience
- Information on how personnel are hired (verification of certifications, back-ground checks, screening, are the employees bonded),
- An overview of the Firm's contingency plan to provide comparable personnel during absences

Section 3: Client History

- Firm's performance of work similar in size and scope for non-municipal clients performed in the past five (5) years.
 - Scope of work, assignment responsibilities
 - Name of client, contact person and phone number
 - Names of Firm's key personnel assigned to the project
- Firm's performance of work similar in size and scope specifically for municipal clients (including the City of Wylie) performed in the past ten (10) years:
 - Scope of work, assignment responsibilities
 - Name of client, contact person and phone number
 - Names of Firm's key personnel assigned to the project

Section 4: City Required Documents

- Law Compliance Form
- 1295 Form
- Respondent Acknowledgement Form
- CIQ
- Insured Certificates (as required by the City) do not need to be included at the time of RFQ submission, and will be requested during negotiations

END OF SECTION



Insurance Requirements CONSULTING / PROFESSIONAL SERVICES

Services performed by consultants or other professional, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors and Materials Testing.

A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES: The following terms are required by the City of Wylie, Texas. Certificate of Insurance is a form pursuant to SB 425 and approved by the Texas Department of Insurance:

- Consultant shall obtain and maintain the minimum insurance coverage set forth in this document. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by the City.
- The cost of all required policies is the responsibility of the Contractor.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- All Contractor insurance policies that are required to name the City of Wylie (its officers, agents, representatives, employees, boards and commissions, and/or volunteers) as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. Any insurance or self-insurance maintained by the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- Consultants shall provide the City evidence that any/all partners, subcontractors or other agents performing work on the project have the same types and amounts of coverage as required herein; or that the subcontractors are included under the contractor's policy.
- Upon written request by the City, Consultant shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish the City with current certificates prior to any contract renewals or extension.
- The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance.
- Coverage must be issued by a company that maintains a rating of "A- VI" or better by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,
- Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- The City reserves the right to approve the security of the insurance coverage provided by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of the City.

B. VERIFICATION OF COVERAGE:

- Prior to commencement of work, and thereafter upon renewal or replacement of coverage required, Contractor shall furnish City a certificate(s) of insurance pursuant to SB425 and approved by the Texas Department of Insurance, including for subcontractors as cited, executed by a duly authorized representative of each insurer,



showing compliance with the requirements. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City. The COI shall:**

- List each insurer's NACI Number or FEIN
- List the City's **Contract Number, project name or other identifying reference** of event or service being performed
- Specifically list reference to all endorsement required herein
- List the City of Wylie, 300 Country Club Road, Bldg 100, Wylie, TX 75098 in the Certificate Holder Section.
- Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- City shall have the right, but not the obligation, of prohibiting Contractor or any other subcontractor, partner or agent of the Contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

C. MINIMUM SCOPE OF INSURANCE:

- ISO Form GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only. Claims Made forms are not acceptable, except for professional liability policies.
- Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
- Professional Liability, also known as Errors and Omissions coverage.

D. MINIMUM LIMITS OF INSURANCE AND OTHER PROVISIONS:

GENERAL COMMERCIAL LIABILITY INSURANCE:

- A general commercial liability insurance policy in an amount not less than:
 - \$1,000,000.00 Per Occurrence;
 - \$1,000,000 Personal/Advertising Injury
 - \$2,000,000.00 General Aggregate in the aggregate for third party bodily injury, personal injury, and property damage.
 - \$2,000,000 Products/Completed Operations Aggregate
- Policy will include coverage for:
 - Premises / Operations
 - Independent contractors
 - Broad Form Contractual Liability
 - Product/Complete Operations
 - Personal and Advertising Injury
 - Broad Form Property Damage
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as "additional insured " relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider; using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor. The coverage shall contain no



special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.

- The service provider's insurance coverage shall be primary insurance in respects to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers. Any insurance or self-insurance maintained by the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- The service provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.
- Such policy shall provide for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

REQUIRED WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

- Workers' Compensation statutory limits as required by the Labor Code of the State of Texas
- Employers' Liability minimum limits:
 - \$1,000,000 Bodily Injury by Accident,
 - \$1,000,000 Bodily Injury by Disease-Each Employee,
 - \$1,000,000 Bodily Injury by Disease-Policy Limit
- The service provider waives all rights against City and its agents, officers, directors and employees for recovery of damages under service provider's workers' compensation and employers' liability or commercial umbrella liability insurance. Service Provider must cause a **waiver of subrogation** to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

AUTOMOBILE LIABILITY:

- Automobile minimum liability limits:
 - \$1,000,000 Per Occurrence
- Limits may only be reduced if approved in writing by the City of Wylie Purchasing Department. Automobile liability shall apply to all owned, hired, and non-owned automobiles.
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as "additional insured " relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.

PROFESSIONAL LIABILITY INSURANCE:

- A professional liability (errors and omissions) insurance policy in an amount not less than:
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 Aggregate.
- Any deductible must be listed on the certificate, and evidence of the contractor's deductible amount in the form of the appropriate declaration page.
- "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City of Wylie.



E. CIRCUMSTANCES REQUIRING UMBRELLA COVERAGE OR EXCESS LIABILITY COVERAGE:

- If Project size and scope warrant, Contractor shall provide upon written request by the City, an umbrella coverage or excess liability coverage insurance policy in the amount of:
 - \$2,000,000.00

END OF SECTION

FIRM SUPPLEMENTAL INFORMATION

1. In what state was your business formed? _____

2. Complete the following:

Company Legal Name: _____

Business address: _____

City _____ State _____ Zip _____

Main Telephone : _____

3. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____

Telephone : _____ email: _____

Mailing

Address _____ City _____ State _____ Zip _____

4. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____

Telephone : _____ email: _____

Mailing

Address _____ City _____ State _____ Zip _____

5. Select one of the following:

- a. Sole Proprietorship
- b. General Partnership
- c. General Partnership
- d. General Partnership
- e. Limited Partnership
- f. Corporation
- g. Limited Liability Company
- h. Other Entity (not listed)

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

By submitting a response to this solicitation, the Firm hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Firm also certifies the following:

CERTIFICATION OF ELIGIBILITY

The Firm certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the Firm will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES (Form 1295)

By submitting a response to this solicitation, the Firm agrees to comply with Texas Government Code Section 2252.908. Firm agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The Firm certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the Firm for all persons who will provide services to City.

COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.

NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of the submitting Firm or its partners are either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City

of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL

Texas H.B. 89 (effective 9/1/2017): the Firm entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Firm that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Authorized Representative:

Company Name: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

SWORN AND SUBSCRIBED to before me this ____ day of _____, 2019 to certify with witness my hand and official seal.

Notary Public in and for the State of _____



**RFQ #W2019-55-E
CITY ENGINEERING FIRM / PLAN REVIEW SERVICES**

Acknowledgment Form

The undersigned hereby certifies that he/she understands the requirements, has read the document in its entirety and that the information submitted is factual and correct.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

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