



GENERAL INFORMATION

CITY OF ALLEN, TEXAS  
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**INVITATION FOR BID**

**SOLICITATION**

**#2022-5-86**

**Water Meters**

BID PACKAGES ARE DUE TO THE  
PURCHASING DIVISION PRIOR TO:

**JUNE 2, 2021 @ 2:00 P.M**

NO LATE BIDS WILL BE ACCEPTED  
**ELECTRONIC RESPONSES SUBMITTED THROUGH**  
**IONWAVE E-BID SYSTEM ARE RECOMMENDED**  
<http://allentx.ionwave.net>

**IF SUBMITTED IN PERSON, SUBMIT ORIGINAL BID AND TWO COPIES**  
**ALONG WITH CURRENT INSURANCE CERTIFICATE**

BID PACKAGES  
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION  
305 CENTURY PARKWAY  
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Rene J. Jaime, Buyer  
Phone: 214-509-4633  
Email: [Rene.Jaime@cityofallen.org](mailto:Rene.Jaime@cityofallen.org)

## COVER SHEET

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## SECTION I - NOTICE TO OFFERORS

### 1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

### 1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All bids/proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

#### INVITATION FOR BID # 2022-5-86

##### Water Meters

Sealed offers are to be submitted to:

City of Allen  
Purchasing Department  
305 Century Parkway  
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED**  
**FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED**

**Bid Opening JUNE 2, 2022 @ 2:00 P.M. Central Time**

A teleconference bid opening will be held through Microsoft TEAMS. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 241 382 992#. An Outlook calendar invite may be requested by contacting [Rene.Jaime@cityofallen.org](mailto:Rene.Jaime@cityofallen.org).

The City of Allen strongly encourages bidders to submit their response to this bid electronically using our E-Bid System, [Ion Wave](#).

### 1.3 PRE-CONFERENCE MEETING

A teleconference Microsoft TEAMS meeting is scheduled for Tuesday, May 24, 2022 at 2:00 P.M. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 124 711159#. An Outlook calendar invite may be requested by contacting [Rene.Jaime@cityofallen.org](mailto:Rene.Jaime@cityofallen.org).

### 1.4 NUMBER OF COPIES

Bidder shall either submit their bid electronically or shall submit one original set and **two (2)** copies of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked "Original".

### 1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

### 1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for

the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

## **1.7 DISCLOSURE OF INTERESTED PARTIES**

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form must be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have electronically completed the form, you must print the form, sign & notarize the form, then deliver the form to the City of Allen along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

## **1.8 ADDENDUMS/AMENDMENTS**

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. **The last day for questions will be on Wednesday, May 25, 2022 at 5:00 PM. The last day for addenda will be on Tuesday, May 27, 2022 at 11:00 AM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

## **1.9 BID SUBMITTALS**

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

*If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."*

## **1.10 ACCEPTANCE**

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the

best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

**Responsive Bidder/Proposer**

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

**Responsible Bidder/Proposer**

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

**1.11 AWARD**

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded based on "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- the purchase price;
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and

**1.12 BID TABULATIONS**

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

**1.13 CONTRACT ADMINISTRATION**

The City of Allen Community Services Department together with the Purchasing Department shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

**1.14 SUBSTANTIVE PROPOSALS**

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose. Minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

Bidders must submit a Cashier's or Certified Check, issued by a bank satisfactory to the City of Allen, or a Bid Bond issued by a bonding company satisfactory to the City of Allen, payable without recourse to the order of the City of Allen in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Bidder will enter into a contract and execute Bond and Guaranty. Bids without required check or bid bond will be considered non-responsive.

## **1.15 DEFINITIONS**

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

## **1.16 INQUIRIES**

Questions about this bid shall be in submitted on [Ion Wave](#) or in writing and directed to Rene J. Jaime at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Rene J. Jaime  
 Purchasing Buyer  
 305 Century Parkway  
 Allen, Texas 75013  
 214-509-4633  
[Rene.Jaime@cityoffallen.org](mailto:Rene.Jaime@cityoffallen.org)

## **1.17 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	May 12 & 19 2022
Pre-Bid Meeting	May 24, 2022 2 PM
Deadline for Questions	May 25, 2022 5 PM
Deadline for Addenda	May 27, 2022 11 AM
Bids Due	June 2, 2022 2PM
Council Meeting Date for Approval	June 28, 2022 7PM

## **SECTION II**

### **GENERAL TERMS & CONDITIONS**

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services, or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect, and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 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. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. 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.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 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 interpretation of these specifications shall be made based on this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set- up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – **Statutory See Insurance Requirements in Exhibit**

2.47 Prevailing Wage Rates - The contractor shall comply in all respects with all requirements imposed by any laws, ordinances, or resolutions applicable to the project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the project. The contractor shall comply with the Davis Bacon Act. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the owner to

ensure compliance with this provision. Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.48 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits must be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance, or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency must include the following provision in issuing grant announcements or requesting applications.

2.48.1 "Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subs=chapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)"

2.49 Buy American Act See <http://www.whitehouse.gov/> or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:

- (i) Applying Subsection (A) would be inconsistent with the public interest;
- (ii) Iron, steel, and the relevant manufactured goods are not produced in the United States in enough and reasonably available quantities and of a satisfactory quantity; or
- (iii) Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the

department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.

2.50 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.51 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.52 Bidders must be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.

2.53 **EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE".** The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price;
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City.

2.54 **PROHIBITION OF BOYCOTT ISRAEL:** Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non- profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.55 **PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By accepting this purchase order, Vendor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

2.56 **PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS:** By accepting this purchase order, Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

2.57 **STORM WATER MANAGEMENT**  
Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program

(SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

2.58 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?**

**YES** \_\_\_\_\_ **NO**

### **SECTION III SPECIFICATIONS**

The City of Allen is hereby requesting bids for water meters that will be delivered to our City of Allen Stacy Road Pump Station located at 700 E Stacy Rd., Allen, TX 75002. This bid will be awarded to one bidder and the resultant contract will be utilized based on price and availability.

Actual order quantities will depend upon requirements of the City, as well as funds appropriated. Our annual spend shall not exceed \$450,000. The successful bidder will be required to supply the specified goods and services at the bid price throughout the term of the contract.

#### **DURATION OF AGREEMENT**

Council will award the bid and authorize the City of Allen to purchase water meters for period of one (1) year with four, one-year renewal options, with said options to be exercised solely at the City's discretion.

#### **SCOPE OF WORK**

Provide the DIEHL Hydrus water meters based on the two specification descriptions provided and product sizing requested. We require the use of only Diehl brand water meters as we are currently working on installing an AMI system that utilizes Diehl brand water meters. This AMI system with Diehl brand water meters will affect over 33,000 connections and will replace the water meter we currently operate. We want to maintain system uniformity by continuing to utilize Diehl brand water meters for new development and replacement meters. Water meter brand uniformity is key in operating an effective meter maintenance department. This will allow our meter technicians to become experts on operation and maintenance on Diehl Brand water meters and continue to deliver the outstanding service that our customers expect. Using only Diehl brand water meters will decrease maintenance costs by limiting the number of meters and parts that are required to be kept on hand for repairs

#### **1.) DIEHL HYDRUS BULK- COLD-WATER METER/ STATIC ULTRASONIC METER SPECIFICATIONS**

Meter Sizes:

- 3"
- 4"
- 6"
- 8"

#### **GENERAL**

All commercial and industrial cold-water meters (solid-state type 3" – 8") furnished shall be produced from an ISO 9001 manufacturing facility and shall meet or exceed the latest revision of the AWWA C715 Electromagnetic and Ultrasonic for Revenue Applications. Each meter is to include a meter size specific diameter by 5' long flange by spool with 2" test port 12" from the flange, ISO PSI rated ductile iron.

Note: The manufacturer, DIEHL Metering has stated that they will provide the needed "flange by spool" at no cost for this project. In your submission, provide a statement as to whether your submission includes a cost for this component or not.

#### **APPROVALS**

- AWWA C715 Electromagnetic and Ultrasonic for Revenue Applications (latest revision)
- Lead Free Legislation:  
The utility requires that all water meters submitted in this proposal be compliant with NSF/ANSI 61, which exceeds the requirements of NSF/ANSI 372 that became effective January 2014:
- Materials in contact with potable water shall comply with the requirements of the Safe Drinking Water Act and other federal requirements.

- Meters shall be made of “lead free” cast iron, epoxy coated.
- Complies with FCC part 15B.

### MEASUREMENT TECHNOLOGY

The measurement technology must be based on transit time ultrasonic sensing featuring no moving parts. Only meters featuring solid-state ultrasonic metrology will be accepted because of enhanced low-flow accuracy performance and extended accuracy over the meter life.

### SIZE, CAPACITY, LENGTH

The meter's size, capacity, and length shall be as specified in AWWA Standard C715 (latest revision).

### GENERAL SPECIFICATIONS

- Potable water temperature 33° - 122° F.
- Ambient operating temperature 14° - 131°.
- Ambient storage temperature 14° - 158°.
- Operating pressure 300 psi.
- Field replaceable battery.
- Meter installation must be in any position without reference to level in the horizontal, vertical, or plumb.
- No required calming sections before or after the meter.
- Strainers must not be required.
- Meter must meet accuracy requirements in the forward direction as well as the reverse direction.
- Temperature must be calculated from a temperature probe submersed in the water flow.
- The meter must report total forward flow, total reverse flow, and the totalized flow.
- The meter must take cross section measurements with four transducers, two opposed horizontally across the meter. The second pair must be diagonal from the front of the meter (inlet) to the rear of the meter (outlet). This positioning of the transducers allows for the longest period of signal in the water stream and provides the highest degree of accuracy.
- The meter must have a test mode to reduce testing time.
- The product code, serial number, date of manufacturer as well as the factory test results must be laser etched to register housing.
- The meter must have lab test results laser etched onto the register housing.
- The meter must have on-board memory of hourly and historic alarms. The on-board memory must have the ability to be downloaded to a phone or tablet via a Bluetooth Data extraction device.
- The meter must be field configurable.

### ENVIRONMENTAL

The ultrasonic meter must feature fully potted electronics and battery as well as carry an IP68 rating for submersion in flooded meter pits.

### MAIN CASE

The meter main case must be cast from NSF/ANSI 61 certified lead-free cast iron, epoxy coated. The serial number should be displayed in a permanent location on the register. Meter markings shall indicate size, model, direction of flow, and NSF 61 certification:

- All lead-free main cases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.
- All main case screws or bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.
- Main Case must be rated to 300 PSI.

### ELECTRONIC DISPLAY REGISTER

The ultrasonic meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The meter shall provide a fully potted wire connection (Nicor connector) for use with AMR/AMI devices. No radio can be embedded inside of the register/meter.

- The register box must have a lid. The lid shall be recessed and shall overlap the register box to protect the lens, and the lens shall be held securely in place.
- The electronic display register shall provide at least a 9-digit visual registration at the meter and capable of 10-digit High Resolution.
- The electronic display register shall provide a 9-digit meter reading for transmission through the RF AMR/AMI MIU.
- The electronic display register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through an ASCII format to the RF AMR/AMI MIU.
- The electronic display register shall provide reverse flow detection.
- The electronic display register shall subtract reverse flow from the total registration. In addition, reverse flow totalization shall be downloadable as separate total.
- The electronic display register LCD, at a minimum, should display the following and toggle between fields:
  - Totalized read (shall be displayed with leading zeros so that all digits capable of displaying are readable)
  - Gallons Per Minute (GPM)
  - Temperature of the Water (obtained by probe in the measuring chamber)
  - High Resolution Read
  - Error Messages (logged error messages)
  - Electronic error, the meter must be replaced
  - Water temperature too low or too high
  - Ultrasonic hardware error
  - Ultrasonic transducers disconnected or cut off
  - Communication not possible
  - Air in supply system
  - Alarm Message (current)
  - Reverse flow
  - No usage (over a certain period, configurable)
  - Failure of ultrasonic or temperature measuring
  - Leak (configurable to user profile)
  - Low water temperature 37.4°F (< 3 °C)
  - Air in pipe system
  - Low Battery
  - Firmware version
  - The display "loop" contents and order shall be field configurable.
- The Electronic Display Register face must contain the following:
  - Meter Manufacturer, Type and Model
  - Size of meter
  - Serial number
  - Date of manufacturer
  - Flow direction
- The register shall provide and display low battery detection on the LCD and communicated as ASCII format data to the RF AMR/AMI endpoint.

#### MEMORY

- The meter should accumulate and register consumption without connecting to a receptacle or RF AMR/AMI Endpoint. The display should show flow rate information (toggled within the display loop with the current meter reading).
- The meter must store a minimum of 40 days of hourly data.
- The meter must provide a data log of at least 120 errors and alarms.

#### ENCODER OUTPUT

##### Standard Encoder Protocol

- Meter volume
- Serial number

The meter must be available in a version that provides an extended encoder protocol output to AMR/AMI devices that will accept the extended encoder protocol.

#### Extended Encoder Protocol

- Meter volume
- Serial number
- Alarm flags
- Battery lifetime
- Water temperature
- Ambient temperature
- Backwards volume
- Max. flowrate
- Min. flowrate

#### LOCAL COMMUNICATION

- Local communication of the meter is to enable download of data when an AMR/AMI endpoint is not present or in case of AMR/AMI endpoint failure.
- Local communication should be performed wirelessly to local collection device such as laptop, tablet, or handheld.
- Local communication via non-AMR/AMI endpoint or frequency.
- Software to download the meter data must be available at no cost.

#### PERFORMANCE

Meter manufacturer's solid-state meters shall meet or exceed the latest revision of the Electromagnetic and Ultrasonic for Revenue Applications, AWWA C715 and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their factory. The test results must be permanently affixed to the register housing via laser etching.

#### WARRANTY

The warranty must be a nationally published warranty, available to all utilities. Minimum length of the warranty must be ten years with total meter replacement in case of failure.

### **2.) DIEHL HYDRUS- COLD-WATER METER/ STATIC METER SPECIFICATIONS**

#### METER SIZES:

- 5/8"
- 3/4"
- 1"
- 1 1/2"
- 2"

#### GENERAL

All cold-water meters (solid state type 5/8" - 2") furnished shall be produced from an ISO 9001 manufacturing facility and shall meet or exceed the accuracy requirements specified in the "Standard Specifications for Cold Water Meters" C700 latest revision issued by AWWA or, when issued, the latest revision of the Electromagnetic and Ultrasonic for Revenue Applications, AWWA C715.

#### LEAD FREE LEGISLATION

The utility requires that all water meters submitted in this proposal be compliant with NSF/ANSI 61, which exceeds the requirements of NSF/ANSI 372 that became effective January 2014:

- Materials in contact with potable water shall comply with the requirements of the Safe Drinking Water Act and other federal requirements.
- Meters shall be made of "lead free" high-copper alloy as defined by NSF/ANSI 61 or a stainless-steel type 316 as listed in ASTM A276.

#### TYPE

Only meters featuring solid state metrology will be accepted because of enhanced low-flow accuracy performance and extended accuracy over meter life.

#### MEASUREMENT TECHNOLOGY

The measurement technology shall be based on transit time ultrasonic sensing featuring no moving parts.

#### SIZE, CAPACITY, LENGTH

The meter's size, capacity, and length shall be as specified in AWWA Standard C700 (latest revision).

#### MAIN CASE

The meter main case shall be cast from NSF/ANSI 61 certified lead-free alloy containing a minimum of 85% copper. Plastic main cases or flow tubes are not acceptable as the spuds are susceptible to cross-threading or breaking during installation, or from pipe stress over time. The serial number should be displayed in a permanent location on the register. Meter markings shall indicate size, model, direction of flow, and NSF 61 certification.

- All lead-free main cases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.
- All main case screws or bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.
- Main Case must be rated to 300 PSI

#### ELECTRONIC DISPLAY REGISTER

The solid-state meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The meter shall provide a fully potted wire connection for use with AMR/AMI devices.

#### GENERAL SPECIFICATIONS

- Potable water temperature 33° - 122° F.
- Ambient operating temperature 14° - 131°.
- Ambient storage temperature 14° - 158°.
- Operating pressure 300 psi.
- Meter installation must be in any position without reference to level in the horizontal, vertical, or plumb.
- Meter must record and display reverse flow.
- For residential meters, temperature must be calculated from a temperature probe submersed in the water flow.
- The meter must report total forward flow, total reverse flow, and the totalized flow.
- The meter must have a test mode to reduce testing time.
- The meter must have on-board memory of hourly and historic alarms. The on-board memory must have the ability to be downloaded to a phone or tablet via a Bluetooth Data extraction device.
- The meter must be field configurable.

#### ENVIRONMENTAL

The solid-state meter must feature fully potted electronics and battery as well as carry an IP68 rating for submersion in flooded meter pits.

#### ELECTRONIC DISPLAY REGISTER

- The register box must have a lid. The lid shall be recessed and shall overlap the register box to protect the lens, and the lens shall be held securely in place.
- The electronic display register shall provide at least an 8-digit visual registration at the meter and capable of 10-digit High Resolution.
- The electronic display register shall provide an 8-digit meter reading for transmission through the RF AMR/AMI MIU.
- The electronic display register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through an ASCII format to the RF AMR/AMI MIU.
- The electronic display register shall provide reverse flow detection.
- The electronic display register shall subtract reverse flow from the total registration. In addition, reverse flow totalization shall be downloadable as separate total.
- The electronic display register LCD, at a minimum, should display the following and toggle between fields:
- Totalized read (shall be displayed with leading zeros so that all digits capable of displaying are readable)
- Gallons Per Minute (GPM)

- Temperature of the Water (obtained by probe in the measuring chamber)
- High Resolution Read
- Error Messages
- Alarm Message
- Firmware version
- The display “loop” contents and order shall be configurable.
- The Electronic Display Register face must contain the following
- Meter Manufacturer, Type and Model
- Size of meter
- Serial number
- Date of manufacturer
- Flow direction

#### MEMORY

- The meter should accumulate and register consumption without connecting to a receptacle or RF AMR/AMI Endpoint. The display should show flow rate information (toggled within the display loop with the current meter reading).
- The meter shall store a minimum of 40 days of hourly data.
- The meter shall provide a data log of at least 120 errors and alarms.

#### ENCODER OUTPUT

##### Standard Encoder Protocol

- Meter volume
- Serial number

The meter must be available in a version that provides an extended encoder protocol output to AMR/AMI devices that will accept the extended encoder protocol

##### Extended Encoder Protocol:

- Meter volume
- Serial number
- Alarm flags
- Battery lifetime
- Water temperature
- Ambient temperature
- Backwards volume
- Max. flowrate
- Min. flowrate

#### Local Communication

- Local communication of the meter to enable download of data when an AMR/AMI endpoint is not present or in case of AMR/AMI endpoint failure.
- Local communication should be performed wirelessly to local collection device such as laptop, tablet, or handheld.
- Local communication via non-AMR/AMI endpoint or frequency.

#### PERFORMANCE

Meter manufacturer's solid-state meters shall meet or exceed AWWA C700 accuracy standards, or when issued, the latest revision of the Electromagnetic and Ultrasonic for Revenue Applications, AWWA C715 and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their factory as indicated on a “toe tag”.

**SECTION IV**  
**PRICING BID SUBMISSION**

**Bid Submission**

Electronic responses are highly preferred and should be submitted using our City of Allen E-bid [Ion Wave](#) system. On Ion Wave you will be asked to provide the pricing for each item listed below.

Price adjustments will be allowed, but only to occur during the contract renewal process.

<b>ITEM</b>	<b>DIEHL HYDRUS BULK - COLD-WATER METER / STATIC ULTRASONIC METER SIZES</b>	<b>Estimated Quantities</b>	<b>Product Price per Unit including Delivery Fees</b>
1.	3"	60	\$
2.	4"	60	\$
3.	6"	20	\$
4.	8"	1	\$

<b>ITEM</b>	<b>DIEHL HYDRUS- COLD-WATER METER/ STATIC METER SIZES</b>	<b>Estimated Quantities</b>	<b>Product Price per Unit including Delivery Fees</b>
1.	5/8"	800	\$
2.	3/4"	15	\$
3.	1"	80	\$
4.	1 1/2"	30	\$
5.	2"	30	\$

**Quantities are Estimates Only.** The Bidder acknowledges and agrees that the City has made no representations about the quantities of Water Meters it will buy from the Contractor during the Term or Terms thereafter.

Please provide your anticipated number of lead time days from when the Purchase Order is received to the product delivery date on Ion Wave, our electronic bidding system, along with your pricing information.

Anticipated Number of Lead Time Days for Delivery: \_\_\_\_\_

**BID ENDORSEMENT**

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

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(OFFICIAL Firm Name)

By: \_\_\_\_\_  
(Original Signature) **Must be signed to be considered responsive**

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(Typed or Printed Name)

---

(Title) (Date)

Remittance

Address: \_\_\_\_\_

\_\_\_\_\_ (Zip Code)

Phone #: (\_\_\_\_) \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If an addendum is issued for this bid, please acknowledge receipt.

**ADDENDUMS/AMENDMENTS:**

- 1) \_\_\_\_\_ date acknowledged
- 2) \_\_\_\_\_ date acknowledged
- 3) \_\_\_\_\_ date acknowledged

## SECTION V – EXHIBITS

### **EXHIBIT 1** **CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

#### **Contracts in the Amount of \$0-\$100,000**

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate.  or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

### **Contracts in the Amount of \$100,000-\$1,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$1,000,000 aggregate or</li> <li>• \$1,000,000 combined single limits</li> </ul>	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

### **Contracts in the Amount of \$1,000,000-\$8,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$2,000,000 aggregate or;</li> <li>• \$2,000,000 combined single limits</li> </ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**All Contracts over \$8,000,000 must contact Risk Management for insurance specifications**

**All Certificates of Insurance need to reference job or contract number in comments section.**

**Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.**

**Indemnification.**

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

**City of Allen Project or Bid Number: 2022-5-86**

**PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE**

## **WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS**

**A. Definitions:**

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

**B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.**

**C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.**

**D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.**

**E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:**

- (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and**
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.**

**F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.**

**G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.**

- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor;
    - (A) a certificate of coverage, prior to the other person beginning work on the project; and
    - (B) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**EXHIBIT 2**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

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.

---

**Name of Contractor**

By: \_\_\_\_\_  
Signature

---

(Print Name)

(Title)

STATE OF TEXAS  
COUNTY OF

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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**Notary Public, State of Texas**

### **EXHIBIT 3**

## **CONFFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

## **FORM CIQ**

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

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

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

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

### **OFFICE USE ONLY**

Date Received

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

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

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

Name of Officer \_\_\_\_\_

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

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

Yes       No

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

Yes       No

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

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

Signature of vendor doing business with the governmental entity \_\_\_\_\_

Date \_\_\_\_\_

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - \*\*\*
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;
      - or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

- 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
- 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
- 3 Provide the identification number used by the governmental entity or state agency and provide a description of the services, goods, or other property to be provided

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

5 Check only if there is NO Interested Party.

## **6 UNSWORN DECLARATION**

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**EXHIBIT 4**  
**BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Indicate One:      Sole Proprietor      Partnership      Corporation

Name: \_\_\_\_\_ Partner: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State & Zip: \_\_\_\_\_ State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact and Phone at Principal Office: \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: \_\_\_\_\_

Workers compensation Insurance Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Contact and Phone: \_\_\_\_\_

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

---

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

---

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

---

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction

contract?

---

List your most current agreements/contracts, with information, like the type of work bid.  
(Use Additional Sheets if Necessary)

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Bank References (List Institution, Address, Contact Person, and Phone):

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**EXHIBIT 5**

## **“NO BID” RESPONSE**

Please denote below the reason for not bidding on the above bid:

**EXHIBIT 6**  
**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a

1.	Sole Proprietorship	<input type="checkbox"/> Yes <input type="checkbox"/> No?
2.	General Partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Limited Partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Corporation	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Other	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

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If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

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If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

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If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

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If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

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Is the company a minority, or woman owned business enterprise?

No  Yes if yes, specify  MBE  WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

No  Yes

If yes, specify the governmental agency:

---

Date of certification:

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**EXHIBIT 7**  
**SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: \_\_\_\_\_  Small  WBE  MBE  
 Non-S/M/WBE

Description: \_\_\_\_\_ Contract/Solicitation Number \_\_\_\_\_

**Check the applicable:**  **Subcontracting/Vendor Opportunities**  **Sole Source**  
 **Direct Purchase**

**NOTE:** If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of company performing work	BUSINESS STATUS				Description of Commodity, Material, or Service	Dollar Amount
	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

**CONTRACTOR'S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT 8**  
**WORKFORCE COMPOSITION**

Name of Firm Area Code/Phone Number

Address      City      State      Zip

Typed Name & Title of Authorized Executive

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic			Other		
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%
Admin & Managerial																		
Professional																		
Technical																		
Sales Workers																		
Office & Clerical																		
Skilled Workers																		
Semiskilled Workers																		
Unskilled Workers																		
Apprentices																		
Seasonal, Temp & Part Time																		
<b>TOTAL</b>																		

**WORKFORCE COMPOSITION**

REMARKS: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name and Title of Signer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(\*Please use additional sheets to identify the ethnicity of employees identified in this category.)