

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Tuesday, March 21, 2023**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this 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 this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contact price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

Yes, we agree No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

I agree

I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages 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 coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- ☑ Commercial General Liability
- ☑ Automobile Liability
- ☑ Workers' Compensation & Employer's Liability
- ☑ Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☑ Commercial General Liability
- ☑ Automobile Liability
- ☑ Workers' Compensation & Employer's Liability
- ☑ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- ☑ Commercial General Liability
- ☑ Automobile Liability
- ☑ Workers' Compensation & Employer's Liability
- ☑ Professional Liability (if applicable for design function)

- Builder's Risk (required for new or existing property under construction)
- Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Professional Liability (if applicable)
- Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Type text

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORS who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORS who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORS who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORS who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Collin

Kristen Allen verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of webuildfun, Inc., has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

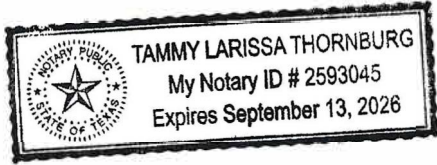
Larissa Thornburg
SIGNATURE

Larissa Thornburg
PRINTED NAME

Subscribed and sworn to before me this
21st Day of March 2023.

NOTARY PUBLIC in and for
Collin County, Texas.

My commission expires: 9-13-2026



THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: webuildfun, inc.

ADDRESS: PO BOX 29

CITY, STATE & ZIP: Allen, TX 75013

TELEPHONE: 972-727-0653

FAX: 972-396-4994

EMAIL: ka@webuildfun.com

SIGNATURE: *Kristen Allen*

PRINTED NAME: Kristen Allen

DATE: 3/20/2023

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">webuildfun, inc.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">none</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>	
<p>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.</p> <p style="margin-top: 20px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-top: 10px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <p style="font-size: 1.2em; font-family: cursive;"><i>Kristen Allen</i></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p style="font-size: 1.2em;">3/20/2023</p> <p style="font-size: 0.8em;">Date</p> </div> </div>	

PROJECT GUIDELINES FOR COMPETITIVE SEALED PROPOSALS

RFP 23-015 DR PILLOW PARK PLAYGROUND REPLACEMENT PROJECT 7501 Continental Trail | North Richland Hills | TX | 76182

The City of North Richland Hills (City) is requesting Competitive Sealed Proposals (RFP 23-015) to design, manufacture and install playground equipment, fall zone material, and shade elements in connection with Dr Pillow Park Playground Replacement with Shade, Capital Improvement Program Project PK2303. The City will select (1) supplier to provide equipment, materials, and installation for the playground as outlined in this request.

SCOPE OF PROJECT

This project consists of the design, manufacture and installation of a playground system including fall zone material and shade elements at Dr Pillow Park Playground located at 7501 Continental Trail, in North Richland Hills, Texas. Work is to include the design of a play system within the constructed play area boundaries (the play pod is illustrated in ATTACHMENT A), as well as the demolition and removal of existing playground equipment, fall zone material, and subgrade drainage components (as necessary to prepare for installation new playground equipment), installation of commercial grade playground equipment, equipment footings, drainage components, shade structures, and fall zone material. All equipment will be assembled and installed by the Supplier.

Playground Suppliers shall provide a maximum of (2) two designs for each Supplier represented for the park playground. Please fill out a separate proposal form for each design. It is not necessary to provide more than one option.

The City of North Richland Hills requires Suppliers to design a play system that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the costs of delivery and installation as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions and maintenance & operations manuals from manufacturer.

The City of North Richland Hills shall be exempt for any liability for costs incurred by unsuccessful Suppliers in preparation of the proposals.

DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS

Suppliers should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The total dollar amount allocated to the project is \$238,000. Any proposals showing more than the budgeted amount are subject to rejection. It should be noted, however, that the City may choose to negotiate the final layout, type, colors, price, etc. with the successful supplier.

Required Items for the existing 2,870 SF playground:

- All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
- At a minimum, the play system must include engineered wood fiber fall zone material to access all play components and shall be the required minimum depths. Concrete footings and shade structure shall be installed per manufacturer requirements, as sealed by a Professional Engineer in the State of Texas, and meet all federal standards. Note that curbing, sidewalks, ramps and benches currently exist for the playground area.
- The existing playground subsurface includes drainage with 120 LF of 4" perforated ADS drain pipe with a filter sock which is connected to approximately 100 LF of 6" non-perforated ADS pipe (outside of the playground) to an outfall north of the existing John Barfield Trail. The contractor shall provide a method of connecting proposed drainage fabric or pipe into the existing drainage outfall at the northeast corner of the playground.
- This project shall be fully accessible and the components should provide play opportunity to children, regardless of ability.

Play System Features:

- Stand alone shade structure or integrated shade system (Recommendation from the 2007 Parks, Recreation and Open Space Master Plan.)
- Play elements for children of all ages (2-5yr & 5-12yr elements.)
- A minimum of 2 swings.
- Due to small scale of the pod, vertical elements might be advantageous to maximize the opportunity for more play opportunities.
- Stand-alone play elements such as spinners, climbers, spring toys or sensory play components.

Preferred Play System Qualities:

- All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
- At least 65% of all play elements should be protected by shade at most hours of the day from a separate shade structure or integrated shade system provided by the supplier within this project scope.
- Play structures should provide a variety of ways in which to use/traverse the equipment.
- The play equipment must be unique and attractive to children of all ages.

In the proposal, provide a list of the components proposed for the Dr Pillow Park Playground play system. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty and any other relevant descriptive information.

Play system design shall safely fit in the 2,870 SF playground area as shown on the site plan (ATTACHMENT A). Suppliers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Suppliers may submit proposals for non-traditional type playground structures, if desired, in whole or as components of the overall playground.

ASSEMBLY/INSTALLATION AND INSPECTION

The play system assembly and installation will be provided and managed by the Supplier. The Supplier must furnish direct supervision from manufacturer or supply a qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Supplier. The Supplier will be given approximately seventy, (70) calendar days to complete the proposed work (project timeline may be negotiated). Working days will begin as outlined in the Notice to Proceed.

It is the requirement of this RFP that Suppliers shall provide and pay for equipment installation to be reimbursed with a reasonable profit by the owner.

A certified CPSI or IPEMA representative of the Supplier is required to conduct a post installation inspection of equipment upon completion to insure the proper installation and minimum safety requirements of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately by the supplier. Co-inspection with the Supplier's representative of assembly and installation work will be conducted by the City following installation. The City will supply the punch list for final completion generated by this co-inspection. The Supplier shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Supplier's responsibility to provide to the City the manufacturer's warranty of installed equipment.

COMPLIANCE

All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Supplier's proposal.

All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Supplier must incorporate either a transfer platform or ramp in each design if required by the Texas Accessibility Standards (TAS).

The Awarded Supplier and any subcontractors doing work on this project will be required to obtain registration with the City's Building and Inspections Division at no cost. All structural designs (i.e. concrete footings and non-attached shade structures) must be sealed by an engineer licensed in the State of Texas. Permitting will be required and coordinated by the supplier. However, all permit fees will be waived. All laborers and mechanics employed by Supplier in performance of this construction work shall be paid wages at rates as may be required by law. The contractor shall utilize the Tarrant County Davis-Bacon Wage Rates for Construction.

PROPOSAL SUBMITTAL AND CONTENT

Proposals must include all pages of this RFP, plus preliminary drawings for each design, specifications and pictures for each component and colors available. Proposals must include a bid price for each design presented. Proposals must list the cost of the equipment, fall zone material, and shade elements separately (see Proposal Form). The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

All delivery, assembly, installation and supervision costs must be included in the proposal. Payment for equipment and materials will be paid within one week (if by ACH) after the final owner's acceptance and playground certification in writing by qualified individuals.

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.

Each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of North Richland Hills, Texas, in an amount not less than five percent (5%) of the total bid amount. The successful Supplier shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount.

No proposal may be withdrawn within a period of sixty (60) days after the bid opening date. Prices shall include delivery f.o.b., freight paid by the bidder to the jobsite.

The Supplier must submit (1) electronic copy on Public Purchase. All Proposals must comply with the specifications and guidelines provided in this document.

PROJECT PROCUREMENT METHOD

The procurement method, "Competitive Sealed Proposal", is a method by which the City requests proposals, ranks the submittals, negotiates as prescribed, and then enters into a contract with a certified playground supplier for the renovation of Dr Pillow Park playground. The City shall select the Supplier who submits the proposal that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned) and the contractor's subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the selected Supplier.

The City and its evaluation committee may discuss with the Supplier options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected Supplier, the City shall, formally and in writing, end negotiations with that Supplier and proceed to the next Supplier in the order of the ranking until a contract agreement is reached or all proposals are rejected.

EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by a selection committee based on the following criteria:

EVALUATION CRITERIA	Min Pts.	Max Pts.
ADA, ASTM, IPEMA & CPS compliance	Yes/N	
Price within available budget/ comparing number of play opportunities	0	+25
Quality of design, play value and target demographic	0	+20
Product durability	0	+15
Quantity of shade produced per requirements of this RFP	0	+15
Supplier's experience with similar projects (References)	0	+15
Warranty offered and sustainability of proposed play structures	0	+10

Note: If the first criterion is answered as no, the evaluation process will stop and supplier will be disqualified.

Following the review and evaluation of all CSP submittals, a **Selection Meeting** will be held **the week of March 27, 2023**. The selection committee will present their ranking based on supplier responses to the published criteria above at the selection meeting. The selection meeting will result in the selection of one proposal or an appropriate short list of proposals. An interview may also be requested to aid in the selection of a Supplier. However, interviews may not be necessary.

The City shall select the supplier who submits the proposal that offers the best value for the City. Unsuccessful suppliers will be notified in writing as soon as possible. This CSP and all relevant documents will be available to all interested certified playground suppliers at <https://www.publicpurchase.com/gems/northrichlandhills,tx/buyer/public/home> beginning **February 17, 2023**.

PROPOSAL FORM FOR COMPETITIVE SEALED PROPOSAL:

BIDDER'S DECLARATION

We, the undersigned have carefully examined RFP 23-015 Dr Pillow Park Playground Replacement Project and all addenda and herewith forming part of this proposal submission and have carefully examined the work sites and all requirements of this RFP. We, the undersigned understand and accept the said RFP, and, for the prices set forth in our proposal, hereby offer to perform all work with our own labor, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFP; And have submitted our proposal at rates that include all labor, materials, overhead and profit to comply with the RFP requirements and specifications and further agree that We,

shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation in accordance with this RFP and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFP or in the work proposed to be taken and that our proposal submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a proposal for the same work and is all respects fair and without collusion or fraud;

And if our proposal submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFP in all respects. We further acknowledge that we have received Addendum/ Addenda No. _____ to _____ inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted. We further agree to complete all of the work and services as specified in this RFP at the prices stated to the satisfaction of the City of North Richland Hills.

We further agree that our proposal submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 90 (ninety) calendar days of closing date, the City may accept our proposal for the prices stated on the Proposal Form of this RFP, which is within the maximum budget provided.

Company Name	webuildfun, inc.	
Address: Street & Number	PO BOX 29	
Address: City, Province, Postal Code	Allen, TX 75013	
Telephone & Fax Numbers	Tel: 972-727-0653	Fax: 972 396-4994
E-mail Address	tracy@webuildfun.com	
Name of Signing Officer / Title	Name: Kristen Allen	Title: Vice President / Co-owner
Signature of Signing Officer <i>I have authority to bind the company</i>	<i>Kristen Allen</i>	
Date Signed	3/20/2023	

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

PROPOSAL FORM- EVALUATION CRITERIA RESPONSE:

TEAM-

Indicate all members of the proponent team. This includes all companies who will be involved in the project with the key individuals.

Lead company for proponent team	webuildfun, inc
Responsibilities of lead company	To provide design and installation of new equipment and surfacing.
Name of project manager for lead company	Paul Funderburg
Years of experience as a project manager of similar work	10 years
Other key individuals for lead company and responsibilities	Jose Guzman - Installation Manager - see attached resume
Name of sub-contractors required to complete work as proposed. Indicate scope of work for sub-contractor and key individuals with the company.	no Subcontractors
Indicate the number of similar playground projects completed by this proponent team as proposed.	1,000 + in North / Central Texas Area

NOTE: THIS PAGE MUST BE REPRODUCED AND FILLED OUT FOR A SECOND DESIGN (IF PROVIDED)

PUBLISHED EVALUATION CRITERIA-

This proposal, in its entirety, is compliant with the ADA, ASTM, IPEMA & CPSC requirements and regulations;

YES NO

- **Price within available budget/ comparing number of play opportunities; (+25 Points)**

This will be evaluated on the bid form and below.

- **Quality of Design, Play Value and Target Demographic (+20 Points)**

Provide information about what kind of experience playground users will have with your proposal. Higher points will go to proponents that can provide for a wide variety of play experiences for all age groups and abilities.

Design 1

Total Number of play features (all types)	17
Number of overhead play features	0
Number of climbing features (not overhead)	5
Number of slides and sizes/heights	3 (7' & 9')
Number of elevated play features	10
% of total play elements protected by shade	60%
Number of ground level play features	7
Briefly explain how your proposal provides for a high level of play value. Include references to any special play features that should be highlighted.	Our design exceeds the minimum ratio of above-deck to below-deck play activities required by ADA. All of the climbers used are beyond the basics to create a more fun play experience and utilize some of our newest options. All slides used are non-linear to expand the play experience.
Provide a detailed plan layout of the playground design. The plan shall clearly illustrate all features being proposed.	

NOTE: THIS PAGE MUST BE REPRODUCED AND FILLED OUT FOR A SECOND DESIGN (IF PROVIDED)

PUBLISHED EVALUATION CRITERIA-

This proposal, in its entirety, is compliant with the ADA, ASTM, IPEMA & CPSC requirements and regulations;

YES NO

- **Price within available budget/ comparing number of play opportunities; (+25 Points)**

This will be evaluated on the bid form and below.

- **Quality of Design, Play Value and Target Demographic (+20 Points)**

Provide information about what kind of experience playground users will have with your proposal. Higher points will go to proponents that can provide for a wide variety of play experiences for all age groups and abilities.

Design 2

Total Number of play features (all types)	21
Number of overhead play features	0
Number of climbing features (not overhead)	6
Number of slides and sizes/heights	2 (6' & 8')
Number of elevated play features	10
% of total play elements protected by shade	65%
Number of ground level play features	11
Briefly explain how your proposal provides for a high level of play value. Include references to any special play features that should be highlighted.	Our design exceeds the minimum ratio of above-deck to below-deck play activities required by ADA. All of the climbers used are beyond the basics to create a more fun play experience.
Provide a detailed plan layout of the playground design. The plan shall clearly illustrate all features being proposed.	

NOTE: THIS PAGE MUST BE REPRODUCED AND FILLED OUT FOR A SECOND DESIGN (IF PROVIDED) ONLY IF INFORMATION IS DIFFERENT FROM DESIGN 1

- **Product Durability (+15 Points)**

The materials, manufacturing and paint systems used by playground manufacturers vary. Proponents shall clearly indicate the different components and what systems are used. Higher points will be awarded to proposals that demonstrate a high level of quality in all aspects of the playground equipment and materials used on this project.

State the manufacturer's name, and product line(s) of the play equipment, fall material, and shade components	Miracle Recreation USA Shade webuildfun	State the number of years that the manufacturers have been operating in Texas.	16 years
Provide a brief description of the materials used to comprise key components. (Posts, decks, rails, etc...)	See Miracle general specifications in attachments		
Provide a brief description of any special manufacturing systems.	See Miracle general specifications in attachments		
Provide a brief description of paint system to be used on play features.	See Miracle general specifications in attachments		
Provide a brief description of concrete foundation system.	Each 5" O.D. post will be embedded into the sub base in an 18" diameter x 24" deep hole and secured with concrete.		

- Quantity in percentage of shade produced per requirements of this RFP (+15)**
Design 1- At least 60% of all play elements should be protected by shade at most hours of the day from a separate shade structure provided by the supplier within this project scope.

Design 2- At least 65% of all play elements should be protected by shade at most hours of the day from a separate shade structure provided by the supplier within this project scope.
- Supplier’s Experience with Similar Projects (References) (+15)**
 Provide references of other projects completed of a similar nature as the scope of this RFP. Do not reference any projects completed where the City of North Richland Hills has been the Client. Proponents may include photographs to better explain reference project. In doing so, please ensure that photographs identify reference projects.

Reference #1			
Client:	Town of Flower Mound	Location:	Grand Park
Client Project Manager:	Brennon Peltier LI, CPSI	Client Project Manager Phone No.	(972) 874- 6278
Year of Completion:	June 2022	Approximate Value:	\$250K
Size of playground area (in Square Feet)	5987sf	Approximate time to construct:	90 Days
Provide any additional information to describe project including team members.	Custom schoolhouse themed playground. Separate 2-5 and 5-12 play areas and a swing bay. Custom STEM activity panels. Synthetic Turf surfacing.		

Reference #2			
Client:	City of Arlington	Location:	Webb Park
Client Project Manager:	Eric Seebock	Client Project Manager Phone No.	O: (817) 459.5489
Year of Completion:	July 2020	Approximate Value:	\$463,415
Size of playground area (in Square Feet)	4100sf	Approximate time to construct:	90 Days
Provide any additional information to describe project including team members.	Custom city playgrounds in two areas of the Southeast Recreation Center. Multiple playground options in two various locations of this project. One 2-5 area and two 5-12 areas all with integrated shades, Mini City toddler area, Musical Instruments, Swing Bays, Freestanding Climbers & Ninja Warrior items. Turf and Pour-in-Place safety surfacing.		

Reference #3			
Client:	City of Allen	Location:	Spirit Park
Client Project Manager:	Matt McComb	Client Project Manager Phone No.	(214) 509-4721
Year of Completion:	October 2018	Approximate Value:	\$593,373
Size of playground area (in Square Feet)	9531sf	Approximate time to construct:	90 Days
Provide any additional information to describe project including team members.	Custom city playground with a Sandlot theme. Custom 2-5 Area, Custom 5-12 Area, Swing Bays, Freestanding items, Site Amenities and Water Fountains. EWF safety surfacing.		

- Warranty Offered and Sustainability of Proposed Play Structures (+10 Points)**

Provide information on the warranty period for various aspects of the playground equipment, shade and fall material proposed. Higher points will be given to proponents that offer longest and most comprehensive warranty. The detailed terms and conditions of the warranties may be provided on a separate sheet.

State the manufacturer's warranty period for structural components (posts, decks, etc...)	LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
State the manufacturer's warranty period for various types of play features	LIMITED FIVE (5) YEAR WARRANTY: • Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks. • Mira-Therm™ PVC coating against cracking or peeling. • Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
State the manufacturer's warranty period for all shade structure components	LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon)
State the manufacturer's warranty period for fall surface material and <u>routine maintenance</u> necessary to prolong the life of the material.	LIMITED (15) YEAR WARRANTY: when following manufacturer's recommended maintenance procedure. See enclosed attachments for details.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas, LLC 500 N Central Expressway, Suite 550 Plano TX 75074		CONTACT NAME: Gloria Parra PHONE (A/C, No, Ext): (972) 331-3722 FAX (A/C, No): E-MAIL ADDRESS: gloria.parra@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Specialty Underwriters Insurance Co	NAIC # 13037
		INSURER B: Cincinnati Insurance Company	10677
		INSURER C: Accident Fund Insurance	10166
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED WEBUILDFUN, INC. PO Box 29 Allen TX 75013			

COVERAGES

CERTIFICATE NUMBER: 22/23 Master

REVISION NUMBER:

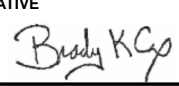
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CSU0029171	06/23/2022	06/23/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0086452	06/23/2022	06/23/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0101696	06/23/2022	06/23/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AF WCP 100059866	06/23/2022	06/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Contractors Equipment Installation Floater			EPP0086452	06/23/2022	06/23/2023	Limit Cont Equip	\$62,250
							Limit Inst Floater	\$500,000
							Deductible	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and auto liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when required by written contract. The general liability policy contains a special endorsement with "primary and non-contributory" wording. The general liability, auto liability & worker's compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature when required by written contract. The general liability, auto, and Workers Compensation policies include a blanket notice of cancellation to the certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of North Richland Hills 4301 City Point Drive NorthRichland Hills TX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESIGN 2- PROPOSAL FORM RFP 23-XX DR PILLOW PARK PLAYGROUND

State the lump sum price (excluding all sales taxes) to supply and install the playground equipment, fall surface material(s), and shade components as per the terms of RFP 23-015. The maximum budget for Dr Pillow Park Playground is \$238,000. Failure to meet this budget may result in proposal disqualification. The City may entertain phasing opportunities with the successful proponent but is not interested in seeing elements that do not fit within this budget at this time. Therefore, please do not include or show any illustrations, etc. that would represent a cost over the allowable budget.

Proposal Price:

Price to demolish and dispose of existing playground equipment, fall zone material, and subgrade drainage as necessary to prepare for new playground installation.	\$ 13,200.00
Price to design, manufacture, and install new playground equipment	\$ 178,309.00
Price to install fall zone material	\$ 14,430.00
Price to install shade components	\$ 19,797.00
Approximate time to construct (to include fabrication, delivery, construction)	120 Days

webuildfun, inc.

Firm Name

Kristen Allen

Signature of Officer – Title

PO BOX 29

Street Address

Allen, TX 75013

City

State

Zip

972-727-0653

Telephone Number

ka@webuildfun.com

Email

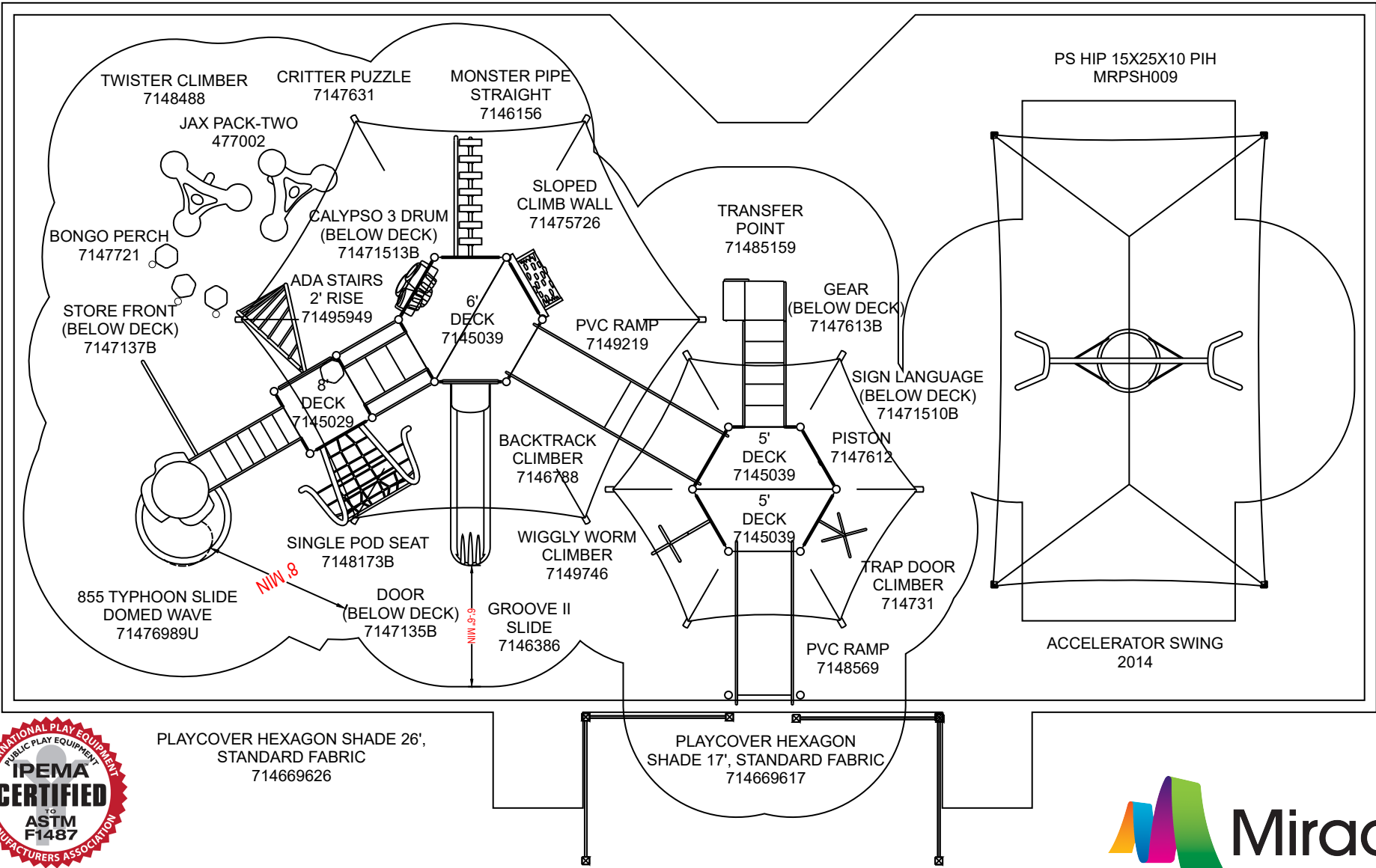
*Seal

(If Bidder is a Corporation)

Dr Pillow Park North Richard Hills, TX

AGE GROUP:	5-12
ELEVATED PLAY ACTIVITIES - TOTAL:	10
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	9 REQ'D 5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	6 REQ'D 3
GROUND LEVEL QUANTITY:	11 REQ'D 3

FOR KIDS AGES
5-12
YEARS



webuildfun, Inc
103 W. McDermott, #300
Allen, TX
PHONE NO: (972) 727-0653
FAX NO: (972) 396-4994
GROUND SPACE: 106'-6" x 34'-6"
PROTECTIVE AREA: 117'-0" x 44'-6"
DRAWN BY: Chris Yanko
DATE: 3/16/2023

R0061_45000672299

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS