



CITY OF GRAND PRAIRIE, TEXAS

**REQUEST FOR PROPOSALS**

RFP # 18090 – Online Audio Books

**DUE DATE: PRIOR TO 2 P.M. July 30, 2018**

**DUE TO:** Kimberley Montoya-Ruiz, Senior Buyer  
Purchasing Division  
326 W. Main Street  
Grand Prairie, Texas 75050

**CLEARLY MARK PROPOSAL AS “RFP # 18090”**

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered.

CITY OF GRAND PRAIRIE  
ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the Purchasing division, 326 W. Main Street, Grand Prairie, Texas, until July 30, 2018 at 2:00 P.M., and publicly opened and read at that time for the purchase of the following:

***BID # 18090 – Online Audio Books***

Further information and specifications may be obtained by contacting the city's bid distribution partner, Bid Sync at [www.bidsync.com](http://www.bidsync.com) or (801) 765-9245, or the Office of the Purchasing division, 326 W. Main Street, Grand Prairie, Texas, (972) 237-8269.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Bryce Davis  
Purchasing Manager

Publish: July 1 & July 8

## **Table of Contents**

1. PROJECT SCOPE .....	3
2. REQUIREMENTS.....	3
3. PAYMENT AND INVOICING .....	3
4. VENDOR QUALIFICATIONS.....	4
5. PROCUREMENT SCHEDULE.....	4
6. CONTACT.....	4
7. PROPOSAL EVALUATION .....	4
8. EVALUATION CRITERIA .....	5
9. SUBMITTAL RESPONSE GUIDELINES .....	5
10. AGREEMENT TERMS AND AWARD.....	6
SOLICITATION STANDARD TERMS AND CONDITIONS.....	7
SUBMITTAL FORMS .....	13

## **1. PROJECT SCOPE**

It is the intent of this specification to obtain an annual price agreement for the purchase of online audio books for the Grand Prairie Library System.

## **2. REQUIREMENTS**

Services shall include but not limited to the following:

Vendor shall furnish all equipment and supplies needed to provide online recorded audio books. All equipment and supplies used must be capable of performing all operations in accordance with the specification.

Specifications should approximate:

- 2.1** Narration by professionals
- 2.2** Ability for library customer to check out audible books using library card to listen on computer or mobile device
- 2.3** English and Spanish language
- 2.4** Customization of service by library, including length of checkout, number of items allowed to be checkout simultaneously
- 2.5** Ability to track and provide city with usage numbers
- 2.6** Vendor business model with product explanation
  - Can more than one person at a time check out same book?
  - Are fees pay per circulation?
  - Is service subscription based?
  - What content does vendor offer?
  - Does vendor offer exclusive content?

## **3. PAYMENT AND INVOICING**

**3.1. Payment** - The services furnished in accordance with this specification will be paid for at the unit price bid within 30 days of satisfactory completion of each project or correct invoice, whichever is later.

**3.2. Invoicing** - All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to PO Box 534045, Grand Prairie, TX 75053. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request. Invoices shall include but not limited to:

- 3.2.2.** Purchase Order number
- 3.2.3.** Invoice number
- 3.2.4.** Contract rates
- 3.2.5.** Quantity ordered
- 3.2.6.** Total amount due

#### 4. VENDOR QUALIFICATIONS

- 4.2. Vendor must be engaged in the business of providing Online Audio Books integrated database for a minimum of two years within the last three years.
- 4.3. Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 4.4. Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

#### 5. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Proposal	Monday, July 2, 2018
Deadline for Questions	Monday, July 9, 2018 by 5 p.m.
Responses to Questions	Monday, July 16, 2018, by 5 p.m.
Deadline for Receipt of Proposals	Monday, July 30, 2018, 2 p.m.
City Council Action	Tuesday, August 21, 2018
Contract Issued and Install Authorized	Monday, September 17, 2018
Install Complete	Monday, October 1, 2018

#### 6. CONTACT

Information, questions, or clarification concerning the intent of this RFP should be in writing and addressed to Kimberley Montoya-Ruiz at [kruiz@gptx.org](mailto:kruiz@gptx.org) by the Deadline for Questions outlined in the Procurement Schedule.

#### 7. PROPOSAL EVALUATION

Award will be based on responsive proposals best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

## 8. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

CRITERIA	POINTS	
1. Range/variety/quantity of collection	20	
2. Up front pricing	20	
3. Ongoing Maintenance Cost	20	
4. Ease of Use for Customer	20	
5. Narration Quality	10	
6. Past Experience	10	
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>

## 9. SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Proposal shall include:

- Completed and signed proposal check list.
- Details of products as it meets our needs
- A timeline and data requirements for implementation
- Training of library staff as appropriate to promote product and facilitate customers using product
- Pricing Model whether by component, use, subscription, and to reflect future annual costs and discounts incorporated for a multi-year contract
- Proposal Pricing Form filled in with unit prices, extended prices, and total.
- Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up to date contact information (phone and email).
- Proposal affirmation form reviewed and signed.
- Completed and signed Conflict of Interest Form. If the vendor has no conflict of interest mark "NA," sign and include with your proposal.
- Completed Historically Underutilized Business Questionnaire. If the vendor is not a certified HUB or DBE mark "NO," sign and include with your proposal.
- Completed House Bill 89 Verification Signed.

## **10. AGREEMENT TERMS AND AWARD**

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the proposal(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire proposal. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

## **SOLICITATION STANDARD TERMS AND CONDITIONS**

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held company for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **F.O.B.:** All shipping shall be F.O.B. delivered.
6. **COOPERATIVE/INTERLOCAL PURCHASING:** If the vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
7. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire proposal.
8. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
9. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.
10. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.
11. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.



12. **ADDENDA:** Any interpretations, corrections, or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
13. **PROTEST:** Protests shall be submitted in writing and filed with the Purchasing Division no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney in accordance with the City Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the City Council. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.
14. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
15. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
16. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
17. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
18. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
19. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
21. **STANDARD WARRANTY:** Standard manufacturer's warranty shall be provided and submitted to the City of Grand Prairie upon request.
22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the proposal unit pricing by item, identify the ordering department/user, and include contact phone and email..

24. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.
25. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.
26. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.
27. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.
28. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.
29. **CHANGE ORDERS:** 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 to the contract will be made in writing by the City of Grand Prairie.

30. **TERMINATION:** The City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for vendor to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to vendor with the understanding that no further orders may be accepted after the date specified in such notice. The City shall equitably compensate vendor, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. Vendor shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.
31. **TERMINATION FOR DEFAULT:** The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event the VENDOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes the CITY to award to another VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.
32. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.
33. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.
34. **PRICE REDETERMINATION:** Price redetermination shall only be considered by the City forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the City.
35. **DRUG FREE WORKPLACE:** VENDOR hereby covenants and agrees that during the contract period that VENDOR and any of VENDOR's associates and employees shall be in compliance with the CITY'S drug free workplace policy.

- 36. INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.
- 37. PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the manner in which the goods must be packaged, VENDOR shall package the goods so as to avoid any damage in transit. If CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this Order.
- 38. AUDIT:** the CITY reserves the right to audit the records and performance of Vendor during the contract and for three years thereafter.
- 39. INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Vendor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

**TYPE AMOUNT**

- a. Workers' Compensation Statutory
- b. Employer's Liability \$1,000,000
- c. Comprehensive General Liability \$1,000,000 (Combined Single Limit)
- d. Premises Operations
- e. Products Operations Hazard
- f. Contractual Insurance
- g. Comprehensive Automobile Liability \$1,000,000 (Combined Single Limit)

40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR

## **SUBMITTAL FORMS**

## SUBMITTAL CHECK LIST

Company Name \_\_\_\_\_

Interested parties MUST submit **one electronic copy** as original (Flash Drive) and **four (4) hard copies** that includes all of the following items listed below for consideration. The submission should be in the order stated below.

	<b>ITEM</b>	<b>CHECK LIST</b>
<b>1.</b>	Submittal Check List	
<b>2.</b>	Details of products as it meets the City's needs	
<b>3.</b>	Timeline and Data Requirements for implementation	
<b>4.</b>	Staff Training	
<b>5.</b>	Proposal Pricing Model	
<b>6.</b>	Proposal Pricing Form	
<b>7.</b>	Questionnaire and References	
<b>8.</b>	Proposal Affirmation Form	
<b>9.</b>	Conflict of Interest Form	
<b>10.</b>	Historically Underutilized Business Questionnaire	
<b>11.</b>	House Bill 89 Verification	

By my signature I affirm all items as listed above have been completed and submitted as part of my company's proposal.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**

**PROPOSAL PRICING**

Company Name \_\_\_\_\_

	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UOM</b>	<b>PRICE</b>
1	Online Audio Books (Year One)	1	YR	
2	Online Audio Books (Year Two)	1	YR	
3	Online Audio Books (Year Three)	1	YR	
4	Online Audio Books (Year Four)	1	YR	
5	Online Audio Books (Year Five)	1	YR	
6	Additional Services			\$5,000.00
	<b>Total Price</b>			

The undersigned hereby proposes to furnish all labor, equipment, and materials necessary to install, integrate, and train staff for Online Audio Books as provided in the specifications, subject to the inspection and approval of the Library Department of the City of Grand Prairie. The undersigned agrees to attach a pricing model with breakdown of all costs and fees per year.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**



## QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information		
Respondent Name:	Title:	
Company Name:		
Company Address:		
City:	State:	ZIP Code:
Telephone Number	Fax Number:	
Email Address:	Federal Tax ID:	

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

Project Reference #1	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:

Project Reference #2	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:

Project Reference #3	
Reference Name:	Title:
Reference Organization:	
Project Title:	
Email Address:	Telephone Number:

**Experience:**

1. How many years has your firm been involved in providing these services?

\_\_\_\_\_ Years          \_\_\_\_\_ Months

2. Please list all government entities your firm has worked with in the past 3 years:

- |           |            |
|-----------|------------|
| 1.) _____ | 6.) _____  |
| 2.) _____ | 7.) _____  |
| 3.) _____ | 8.) _____  |
| 4.) _____ | 9.) _____  |
| 5.) _____ | 10.) _____ |

**Reputation:**

3. Has your firm failed to complete a contract?

YES           NO

*If so, please identify the project and date:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Do you have any litigation issues pending in the last three years?

YES           NO

*If yes, please explain:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

YES           NO

*If yes, please explain:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF GRAND PRAIRIE  
SUBMITTAL AFFIRMATION FORM**

**FORM AND ADDENDA ACKNOWLEDGEMENT**

This will acknowledge your submittal contains all items as requested and receipt of the following addenda which are part of the Solicitation Documents:

\_\_\_\_\_ **All items identified in submittal check list have been submitted**

\_\_\_\_\_ Addendum No. \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_\_

**INTERLOCAL PURCHASING**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

**OTHER CONDITIONS**

The undersigned agrees to the following:

- A. **Agrees that the submittal is complete and all required information/forms were submitted.**
- B. Agrees that the proposal package was fully reviewed and fully understands the requirements.
- C. Agrees to the Terms & Conditions as included in this proposal packet and have noted any exceptions.
- D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- E. Will supply all required insurance, and execute contract within the time stated on the notice of award.
- F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

**SUBMITTAL CERTIFICATION**

BY MY SIGNATURE I AFFIRM THAT I AM DULY AUTHORIZED TO EXECUTE THIS PROPOSAL AS AN OFFER TO CONTRACT AND IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED FIRM HAVING EXAMINED THE SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS A PROPOSAL FOR CONSIDERATION OF BEING SELECTED AS THE CITY'S PROVIDER FOR SAID SERVICES; AND AGREES TO ENTER INTO NEGOTIATIONS IF SELECTED AS A FINALIST FOR SAID SERVICES.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**

# CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		OFFICE USE ONLY
<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>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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 style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

Yes

No

2. Please provide the certifying agency name:

Certifying Agency: \_\_\_\_\_

3. I have included a copy of my certification as an attachment to my proposal:

Yes

No

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**

**HOUSE BILL 89 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
(Individual’s Name)

\_\_\_\_\_  
(Business or Company)

Hereinafter referred to as “Company”, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.01, Texas Government Code:*

*1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and*

*2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**