



REQUEST FOR PROPOSAL

The City of Keller, Texas (the City) is soliciting sealed proposals for **Lifeguard Services – The Keller Pointe**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Proposal Specifications.

Proposal Due Time/Date: 2:00 p.m., Tuesday, March 22, 2022

MANDATORY PRE-PROPOSAL CONFERENCE:

10:00 a.m., Tuesday, March 15, 2022 (See page 7 for information)

Designate on the front, lower left-hand corner of your response, the following:

Proposal Number: 22-012

Subject: Lifeguard Services – The Keller Pointe

Do Not Open-Proposal Documents

Proposal Mailing:

City of Keller
Address: Purchasing Agent
P.O. Box 770
Keller, Texas 76244

Proposal Courier:

City of Keller
Delivery address: Purchasing Agent
1100 Bear Creek Pkwy.
Keller, Texas 76248

For convenience at proposal opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

Total The Keller Pointe Proposal \$_____ (dollars) Annually

Total Cost For Additional Hourly Service \$_____ (dollars) per hour

CONTRACTOR INFORMATION:

Company name

Company representative signature

Address

Company representative printed name

City, State & Zip

Title

Area code & telephone number

Date

E-Mail

OFFICIAL SIGNATURE PAGE

***** THIS PAGE MUST BE COMPLETED OR THE PROPOSAL WILL BE REJECTED *****

PROPOSAL FORM RETURN CHECKLIST

		REQUIRED	SUBMITTED
1.	Request for Proposal Bond	X	
2.	Acknowledgement of Insurance	X	
3.	References	X	
4.	Signature Page	X	
5	Conflict of Interest	X	

THE KELLER POINTE BASE PROPOSAL SCOPE OF SERVICES:

The Keller Pointe is a division Community Services of the City of Keller and is seeking a vendor to supply lifeguard services to our clientele. The Keller Pointe is a 100% cost recovery facility providing aquatic, fitness, and recreation opportunities to residents of Keller and the surrounding areas.

The intent is to describe the minimum specifications for contract lifeguard services for the Keller Pointe Aquatic, Fitness, and Recreation Facility. The Keller Pointe is a 91,767 sq. ft. facility (63,103 sq. ft. indoor and 28,664 sq. ft. outdoor leisure waters). The Keller Pointe is open seven days a week 362 days a year (restricted hours on holidays) and is a non-smoking facility.

OPERATIONAL HOURS:

OUTDOOR POOL:

The Outdoor Pool is in operation seven days a week opening on the Saturday prior to Memorial Day and closing the Saturday after Labor Day. The Outdoor Pool will have additional hours for specials events and rentals beginning the 2nd full week in May. Once Keller ISD is back in session mid-August, the Outdoor Pool will only be open on Saturday and Sunday.

Monday – Thursday

12pm – 7pm Open Swim

Friday

8am – 10am Fitness Swim

12pm – 7pm Open Swim

Saturday

12pm – 7pm Open Swim

Sunday

12pm – 5:30pm Open Swim

SPECIAL EVENT SCHEDULE:

Outdoor Pool

Doggie Dunk, Saturday following Labor Day 7:30am – 1:30pm

RENTAL SCHEDULE:

The City will provide as much advance notice as possible for pool rentals, when possible at the time of booking. The City does reserve the right to book a minimum of 3 days in advance of the requested booking date. Should a rental request be made less than 3 days in advance, the City will contact the vendor to secure staffing prior to booking.

Outdoor Pool

Renters may choose to begin renting the outdoor pool beginning the second week of May through the Friday after Labor Day. Renters may choose to rent the pool for a minimum of two hours, seven days a week, through the seasonal operation after normal outdoor pool operational hours.

- Vendors on-site supervisor will be required to turn on amenities as needed following the pool schedules. The City will provide detailed training to the contractor supervisory staff, with options for retraining as needed.
- Trash emptied from all areas of The Keller Pointe outdoor pool shall be bagged and deposited daily in the trash dumpsters supplied by the City of Keller. This includes both regular and recycled trash. Dumpsters are to be closed after each deposit to comply with health codes.
- The outdoor pool bath house and/or restrooms should be checked each downshift for hazards and light trash pick-up. Should the facilities require additional cleaning a report should be made to the Manager on Duty. All locker room/restroom supplies shall be restocked and provided for by The Keller Pointe janitorial contractor as needed.
- Contract staff is prohibited from allowing any person (including children) to accompany them on any premises during working hours.
- The outdoor pool shall remain in operation at all times. Should an emergency occur where the vendors scheduled staff is not able to work their shift, the vendor must replace that staff in order to maintain safe operation of the pool. Should the vendor fail to do so a financial penalty will be imposed.
- Vendors employees must be able to read and understand spoken instructions, warning labels, SDS documents, signs, etc. in the English language.
- Vendors staff will be prohibited from using The Keller Pointe Facility services (equipment, pools, hot tub, weights, etc.) during work hours, breaks and after building operation hours. Lifeguard staff may purchase a membership and utilize the facility during non-working hours following the same guidelines as all other members.
- Vendors may use The Keller Pointe (TKP) for lifeguard training and in-services. TKP and the City retain first use rights for scheduling.
- The Keller Pointe performs routine audits periodically during hours of operation.

PENALTY:

Should for any reason the pools not be adequately staffed for more than 1 hour following the operational hours schedule, including special events and rentals, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence.

For any other reason than adequate staffing, should the vendor's staff not perform the tasks required a 48-hour notice will be given to the Contract Manager for correction. Should the issue not be resolved within 48 hours, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence.

COOPERATIVE PURCHASING

Vendors agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The vendor may be asked to provide products/services, based upon the PROPOSAL price, to any other governmental entity. Vendor/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful vendor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as vendor/vendor, agree that all terms, conditions, specifications, and pricing will apply.

_____ Yes

_____ No

_____ Initial

****Non-response to the Cooperative Purchasing Section will indicate the vendor does not wish to participate with other governmental entities.**

INSTRUCTIONS FOR PROPOSAL

Terminology - Throughout this document, the terms Contractor, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any vendor for the products/services being requested (e.g., Vendor, Proposer); or the contractor who has been awarded a proposal/ or contract (e.g., Contractor, Vendor).

1. PROPOSAL INSTRUCTIONS

- A. Completed Proposals will be received until 2:00 p.m. Tuesday, March 22, 2022, at the Town Hall Receptionist's Desk, 1100 Bear Creek Parkway, Keller, Texas, 76248 or through the City of Keller e-BID system. PROPOSAL responses received after the closing time and date will be returned unopened to the Contractor.
- B. The City WILL NOT ACCEPT a PROPOSAL response or alterations to a PROPOSAL response via fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No PROPOSAL responses received via fax or e-mail will be considered under any circumstances.
- C. The City will not release any information of Vendor's who have received the PROPOSAL Specifications until such Proposals have been opened.

D. **VENDORS MUST ATTEND A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, MARCH 15, 2021 AT 10:00 AM AT THE KELLER POINTE, 405 RUFÉ SNOW DRIVE, KELLER, TEXAS 76248. ANY VENDOR NOT IN ATTENDANCE AT THE MANDATORY PRE-PROPOSAL CONFERENCE WILL NOT BE CONSIDERED FOR THE CONTRACT.**

E. Vendors are to include on all items as specified. Base Proposals will be awarded to one contractor based on the total proposal for the services specified. Alternate Proposals may be awarded to one vendor based on their total proposal for all alternates.

2. **SIGNATURES**

All PROPOSAL responses must be signed by an authorized representative of the Contractor. Unsigned PROPOSAL responses will not be considered under any circumstances. Signatures on all PROPOSAL responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for PROPOSAL and PROPOSAL Specifications, unless stated otherwise in writing by Contractor under "Deviations."

3. **DEVIATIONS BETWEEN PROPOSAL SPECIFICATIONS AND DELIVERED ITEM(S)**

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all PROPOSAL specifications and operational requirements. Should the products/services fail to meet the specifications as required in the PROPOSAL, Contractor agrees that the City may elect to do one of the following:

- A. Reject the PROPOSAL and void the purchase as to any and all PROPOSAL items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

4. **PROPOSAL AWARD/EVALUATION CRITERIA**

A. The City reserves the right to reject any or all Proposals, in whole or in part; to waive any informality in any PROPOSAL; and to accept the PROPOSAL which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award Proposals by item, combination or groups of items, or total PROPOSAL. **Vendors submitting on an "All or None" basis must so indicate on the PROPOSAL.**

B. The PROPOSAL award shall be based on, but not necessarily limited to, the following factors:

- a) total price
- b) special needs and requirements of the City
- c) results of reference checks

- d) Contractor's past performance with the City
 - e) City's evaluation of Contractor's ability to perform
- C. Proposals do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The vendor may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The vendor may also be required to give a past history and in order to satisfy the City of Keller in regard to the vendor's qualifications. The City of Keller reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, the vendor fails to satisfy the City of Keller that the vendor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the vendor's qualifications shall include:
- 1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
 - 2. The ability of the vendor to perform the work promptly or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the vendor; and
 - 4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a PROPOSAL. Such expenses shall be borne exclusively by the vendor.

5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Karla Parker, Purchasing Agent (817) 743-4030 or Pamela McGee, Assistant Director of Finance (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the PROPOSAL request to be acceptable to all Contractors in all respects.

6. **EXCEPTIONS/ALTERNATES TO PROPOSAL**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the PROPOSAL, guaranteeing authenticity. Any exceptions or alternates to the PROPOSAL are to be clearly indicated on the page entitled, **“EXCEPTIONS/ALTERNATES TO PROPOSAL”** Any exceptions/alternate from specifications and alternate PROPOSAL must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to PROPOSAL may or may not be considered by the City.

Changes prior to opening of PROPOSAL must be submitted before the opening deadline. Changes must be noted on the outside of the PROPOSAL envelope as follows: **“Changes to PROPOSAL #22-012”**

7. **PROPOSAL WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to PROPOSAL for any reason or to reject any and all Proposals, or parts of all or any specific PROPOSAL or Proposals. The City further reserves the right to accept part or all of any specific PROPOSAL or Proposals, or any combination of Proposals, and to accept any PROPOSAL or Proposals with or without trade-in.

After opening, vendors shall not be allowed to withdraw their Proposals unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the PROPOSAL. Such request shall be received by the City within 1day after opening. If permitted to withdraw its PROPOSAL, the vendor shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, vendors may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

8. **LATE PROPOSALS**

Proposals received after the official PROPOSAL opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the PROPOSAL. It is the policy of the City that late Proposals will be returned to the sender unopened provided there is a return address on the envelope. However, if a late PROPOSAL is opened in the mail room by City staff in error, or the PROPOSAL invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late PROPOSAL be considered, even if opened. **Contractor is solely responsible for ensuring that Proposals are received by the City on or before the PROPOSAL due date and time.**

9. PRICES HELD FIRM

- A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each PROPOSAL shall be valid for one hundred twenty (120) calendar days after the opening date of the PROPOSAL and shall constitute an irrevocable offer to the City of Keller for the 120-calendar day period. The 120-calendar day period may be extended by mutual agreement of the parties.

10. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. SAMPLES

Samples of items, when required, must be furnished to the City at no cost and if Contractor has not requested the return of the samples within thirty (30) days from the PROPOSAL opening date, the samples may be either kept by or disposed of by the City.

12. QUANTITIES

- A. To assist in establishing a total PROPOSAL amount for PROPOSAL tabulation purposes, estimated quantities may have been listed in the specifications, or on the PROPOSAL tabulation form for each item. Vendor acknowledges that estimated quantities have been used, and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.
- B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

13. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the PROPOSAL price(s) resulting in the lesser amount(s).

14. PACKING, CRATING AND CARTAGE

- A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.
- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
 - 1) name and address of vendor
 - 2) name of receiving department

- 3) job site or delivery location
- 4) complete description of material(s) shipped, including quantity
- 5) purchase order number (if applicable)

15. DESTINATION CHARGES

All products offered shall be PROPOSAL F.O.B., final destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

16. TITLE/RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

17. DELIVERY DATE(S) AND LOCATION

After receipt of the City's order, the maximum number of days to initiate service/deliver the product shall be 2 weeks. This date may determine the award. Should contractor be unable to deliver the product by the deadline, a 2% fee for delay per day will be assessed beginning on the first day following the promised delivery date.

Should for any reason the pools not be adequately staffed for more than 1 hour following the specifications provided, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence.

For any other reason than adequate staffing, should the vendors staff not perform the tasks required a 48-hour notice will be given to the Contract Manager for correction. Should the issue not be resolved within 48 hours, there will be a penalty of 2% of the monthly bill deducted from the payment for each occurrence. This fee will be deducted from the City's payment to the vendor.

18. IDENTICAL PROPOSALS

In the event of two or more identical low Proposals, the PROPOSAL will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

19. WARRANTY

Guarantees and warranties, when required, should be included as a part of the PROPOSAL as they may be a consideration in awarding the PROPOSAL.

20. TERMINATION OF AGREEMENT

A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or

contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.

- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
 - 1) take possession of the assigned premises and any fees accrued or becoming due to date.
 - 2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.
- C. The City reserves the right to cancel the contract immediately if the City determines, in its sole discretion, the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.
- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this PROPOSAL, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

21. **ASSIGNMENT OF CONTRACT**

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

22. **PROPOSAL AMBIGUITY**

Any ambiguity in the PROPOSAL resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of PROPOSAL shall be construed in the favor of the City. **Vendor is solely responsible for understanding all aspects of PROPOSAL specifications and PROPOSAL instructions.**

For clarification of these specifications, call Jennifer Oakes, The Keller Pointe Manager, 817-743-4301.

23. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract if the City adds or deletes buildings or otherwise makes other permanent changes on property being maintained under this contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to or delete from this contract. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

24. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/proposal amount will not be processed until signed change order(s) are submitted to the Finance Department.**

25. MODIFICATIONS, AMENDMENTS AND ADDENDA

The City shall have the right to modify the PROPOSAL specifications, instructions, and terms and conditions prior to the PROPOSAL submission deadline. The City will endeavor to notify all potential vendors that have received a copy of the PROPOSAL specifications. **However, failure to notify potential Vendors shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Star Telegram* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet web site at www.cityofkeller.com. It is the vendor's responsibility to contact the City of Keller to obtain the addenda information.

26. PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Vendor agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

27. GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the

successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

28. RESPONSE FORM(S) TO BE USED

The PROPOSAL quote must be submitted on the form(s) provided in the PROPOSAL package in compliance with all conditions listed thereon, unless otherwise specified in the PROPOSAL specifications. Proposals may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to proposal on this requirement, please fill out and return the attached “NO PROPOSAL” response form.

29. SPECIAL TOOLS

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor’s expense.

30. OPERATIONAL MANUALS

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

31. SAFETY DATA SHEETS (SDS)

If required, PROPOSAL shall include a SDS for each product quoted, if applicable.

32. EMPLOYEE TRAINING

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at Contractor’s expense.

33. ORDERS AND PAYMENT TERMS

A. All Proposals shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of PROPOSAL. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. Proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244

C. The City operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.

D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U S Post Office.

34. USE OF PURCHASING CARDS

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

35. NEGOTIATION

Any attempt to negotiate or provide information on the contents of this PROPOSAL with the City or its representatives prior to PROPOSAL award shall be grounds for disqualification of the PROPOSAL.

36. PRICE FIXING

In submitting a PROPOSAL response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed PROPOSAL.

37. REFERENCES

Contractor must provide a minimum of (5) verifiable reference where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

38. CONFIDENTIALITY OF DOCUMENTS

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed proposals and are not open for public inspection.

After PROPOSAL opening, except for PROPOSAL names, and addresses of contractors, all other PROPOSAL documents and information will be deemed confidential during the evaluation process until formal action to award the PROPOSAL or reject all Proposals has been taken by the City Council. Following award of the PROPOSAL or rejection of all Proposals by the City Council, all Proposals shall then become public documents, available for public view upon written request. Copies of Proposals may then be requested by interested contractors, citizens, or City officials.

39. CONTACTS WITH CITY EMPLOYEES AND OFFICERS

In order to ensure fair and objective evaluation of Proposals, all questions related to this PROPOSAL should be addressed only to the person(s) so named herein or in the PROPOSAL Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees or any appointed or elected officials without prior written consent will risk elimination of the PROPOSAL from further consideration.

40. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediately collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

41. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

42. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety equipment.

43. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

44. **CRIMINAL HISTORY BACKGROUND CHECK/PROOF OF LEGAL RESIDENCY**

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City, and forward all reports to Karla Parker, Purchasing Agent, City of Keller, P O Box 770, Keller, TX 76244-0770.

Prior to each employee commencing work, Contractor must forward copies of acceptable documents (see attached list of acceptable documents) proving legal residency to Karla Parker, Purchasing Agent, City of Keller, P. O. Box 770, Keller, TX 76244-0770. Please forward one document from List A or List B AND one document from List C.

A list of employee's working at this facility shall be provided to Karla Parker, Purchasing Agent, P O Box 770, Keller, TX 76244 or by email to kparker@cityofkeller.com on the first day of each month.

45. **CUSTOMER RELATIONS**

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

46. **SALES TAXES**

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each PROPOSAL submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each PROPOSAL. The City cannot determine for the vendor whether or not the item(s) requested in the PROPOSAL are taxable to the City. The vendor, through the vendor's attorney or tax consultant, must make such determination. Bills submitted for taxes after the Proposals are awarded will not be honored.

47. **TAXES, PERMITS, LICENSES**

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

52. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor's expense. Vendor will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Vendor shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

53. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

54. INDEPENDENT CONTRACTOR

The vendor who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

55. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/PROPOSAL shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

56. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

57. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

58. COMPREHENSIVE GENERAL LIABILITY

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

59. COMPREHENSIVE AUTOMOBILE LIABILITY

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

60. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

The contractor shall provide all workers’ compensation insurance for its employees as required by law and provide the City with a Waiver of Subrogation.

61. **INDEMNIFICATION**

For consideration included in the PROPOSAL price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

62. **WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

63. **BONDS**

Request for Proposal Bond. Unless specified otherwise in PROPOSAL specifications, all Proposals shall be accompanied by a proposal bond acceptable to the City in the amount of **\$1,500.00. The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All proposal bonds will be returned to vendor within ten days from award of contract. **If submitting through e-BID, bond must be received at City of Keller prior to PROPOSAL opening.**

Bond Requirements: Proposals under \$50,000.00 per year will require no bonds. Proposals \$50,000.00 and higher will require a Proposal bond. If you are submitting your Proposal through the City of Keller's e-proposal system, the original Proposal bond must be received by the Purchasing Agent prior to Proposal opening.

64. **DEBARMENT**

By submitting a PROPOSAL, the vendor certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

65. **BANKRUPTCY**

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

66. **CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY**

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

67. **PRE-ESTABLISHED CONTRACTS**

The City has access to “Pre-Established Contracts” such as US Communities, State contracts and local purchasing agreements. The City will evaluate the proposal amount with what is offered through these contracts and determine which is the most advantageous to the City.

68. **GOVERNING LAW**

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

69. **CONFLICT OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a “conflict of interest” questionnaire (attached). Please complete the attached questionnaire and return with the proposal specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

70. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908

of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this PROPOSAL documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

71. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270

Vendor shall submit HB89 Verification form prior to award of contract.

72. SUPERVISION

The contracting firm shall provide supervision of employees working under this agreement at no additional cost to the City. **Supervisors or Lead persons must speak and understand English.** This supervision shall include on-site inspection of the facilities at the request of the City's contract representative to solve any problem situations that may occur. **Project manager must be able to speak and understand fluent English.**

73. QUALITY CONTROL

The City of Keller contract representative will make periodic inspections of the facilities, documenting his findings and providing instructions to the contractor's employees as required. The Contractor or representative shall be readily available to meet with the City of Keller representative to review deficient or problem areas. Contractor shall provide a list of employees, hours worked and building assignment

including floor workers. **CHANGES TO LIST MUST BE APPROVED BY THE CITY OF KELLER REPRESENTATIVE PRIOR TO NEW EMPLOYEE START DATE. ALL CLEANING PERSONNEL WORKING DURING BUILDING OPERATION HOURS MUST SPEAK AND UNDERSTAND ENGLISH.**

74. PROTECTION OF CITY PROPERTY

All keys will be maintained according to policies approved by the City of Keller contract representative. Liability for lost keys, re-keying costs and other related expenses shall be the full responsibility of the contractor. Hazardous conditions and items needing repair (such as leaky faucets, toilet stoppages, etc.) shall be promptly reported to the designated Building Operation Supervisor.

The contractor shall be liable for any and all damages to property, plants, equipment, etc., either accidental or deliberate. This shall include, but is not limited to, rescue tubes, backboards, training mannequins and equipment, valve damage, strainer pot damage, chemical spills, other broken or damaged equipment, fixtures, furnishings, etc., resulting from any of their staffs activity.

75. SUBCONTRACTING OF LABOR

Subcontracting of labor will not be allowed. Any proposal received containing subcontracted labor will be considered non-responsive. In the event the awarded vendor provides subcontracted labor to meet the requirement of this proposal, the City will consider such action as sufficient cause for cancellation of the agreement. IRS form W2 will be required to be submitted on each employee prior to commencement of contract.

76. COMPLIANCE WITH APPLICABLE LAW

Vendor agrees that the contract will be subject to, and vendor will strictly comply.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period will begin May 1, 2022, or the date of City Council award if subsequent thereto, through a one-year period. At City of Keller’s option and approval by the vendor, the contract may be renewed for five (5) additional one (1) year periods, as further explained in Renewal Options. **Prices must not exceed the PROPOSAL amount for the first twelve (12) months of the agreement period, see renewal options for additional information.**

RENEWAL OPTIONS

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for five (5) additional one (1) year periods, and agreed upon by both parties. If the primary contractor wishes to renew the agreement, but market conditions have affected the price of materials or services, the contractor shall submit the renewal proposal with price changes and justification to the Finance Department at least sixty (60) days before the expiration of the current agreement.

If the City exercises the right in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new PROPOSAL solicitation.

If the primary contractor elects not to exercise the option(s) to renew for five (5) additional one (1) year periods, as outlined above, the next low contractor for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original PROPOSAL submitted by that contractor. If both the primary contractor and the next low contractor for any section elect not to renew or accept award of the contract, the contract will be re-PROPOSAL. The City of Keller reserves the right to re-PROPOSAL the entire contract if the pricing of the next low contractor appears to be excessive.

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a proposal for this project, I am aware of the insurance requirements outlined in these specifications (Number 56-62). If I am awarded the proposal, I will comply with all insurance requirements within 10 working days of the proposal award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the proposal, I understand my proposal bond will be forfeited.

Signature

Printed name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

****THIS PAGE MUST ACCOMPANY THE PROPOSAL OR PROPOSAL MAY BE REJECTED****

STATEMENT OF NO PROPOSAL

Lifeguard Services

RFP # 22-012

If vendor is not submitting a proposal on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit a PROPOSAL response for the following reason(s):
(Please check one or all that apply)**

- Specification too “restrictive”, i.e., goods offered by our company do not meet stated specifications.**
- Specifications unclear (please explain).**
- We do not offer this commodity and/or service or an equivalent.**
- Insufficient time to respond to the PROPOSAL.**
- Our schedule would not permit us to perform.**

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller PROPOSAL process. The City of Keller will provide additional clarification of specifications, assistance with PROPOSAL Forms, and further explanation of proposal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with PROPOSAL.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

_____ **Minority-Owned Business Enterprise**

_____ **Women-Owned Business Enterprise**

_____ **Disadvantaged Business Enterprise**

**REFERENCES
ATTACHMENT I**

1. Company _____
Address _____
Phone _____ Email _____
Contact _____
E-Mail _____

2. Company _____
Address _____
Phone _____ Email _____
Contact _____
E-Mail _____

3. Company _____
Address _____
Phone _____ Email _____
Contact _____
E-Mail _____

4. Company _____

Address _____
Phone _____ Email _____
Contact _____
E-Mail _____

5. Company _____
Address _____
Phone _____ Email _____
Contact _____
E-Mail _____

****THIS PAGE MUST BE COMPLETED OR PROPOSAL MAY BE REJECTED****

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY	
Date Received	

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire 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?

Yes No

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 of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

****THIS PAGE MUST BE COMPLETED OR PROPOSAL MAY BE REJECTED****

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)				2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		4. Voter's registration card		5. Native American tribal document
		5. U.S. Military card or draft record		6. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		8. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Form I-9 (Rev. 08/07/09) Y Page 5