



**REQUEST FOR PROPOSAL**

The City of Keller, Texas (the City) is soliciting sealed proposals for **Printing, Folding, Inserting, Processing & Mailing of Utility Bills and Miscellaneous Inserts**. 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, December 6, 2022**

**Recommended Pre-Proposal Conference:**

**Tuesday, November 29, 2022 10:00 AM**

**1100 Bear Creek Pkwy, Keller .TX 76248**

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

**Proposal Number: 23-005**

**Subject: Printing, Folding, Inserting, Processing & Mailing of Utility Bills and Miscellaneous Inserts**

**Do Not Open- Proposal Documents**

Proposal Mailing: City of Keller

Proposal Courier:

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

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 Cost (Utility Bill): \$\_\_\_\_\_ (dollars)

Total Cost (Past Due Notice): \$\_\_\_\_\_ (dollars)

Total Cost Drinking Water Quality Report: \$\_\_\_\_\_ (dollars)

**CONTRACTOR INFORMATION:**

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Company representative signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Company representative printed name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Area code & telephone number

\_\_\_\_\_  
Date

**OFFICIAL SIGNATURE PAGE**

**\*\*\* THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED \*\*\***

## PROPOSAL FORM RETURN CHECKLIST

	<b>REQUIRED</b>	<b>SUBMITTED</b>
1. RFP Bond	____X____	_____
2. Ack. Of Insurance	____X____	_____
3. References	____X____	_____
4. Signature Page	____X____	_____
5. Conflict of Interest Questionnaire	____X____	_____

# Specifications for the Printing, Folding, Inserting, Processing & Mailing of Utility Bill Bills

## ***Billing Forms and Envelopes Specifications***

Laser Form Specifications:

Paper stock 24# bond white

8.5 X 11 inch Laser Form

The form is printed in 3 colors on the face (PMS185-Red, PMS 348-Green and Black, the back prints in screened black, it also has a horizontal perforation 3.5 inches from the bottom of the form.

#10 **CUSTOM (window placement – sample**

**available upon request)** window envelope printed in black ink on the face only

#9 Standard business reply envelope printed in black ink on the face and black ink on the back

All envelopes and forms will be stored at the vendor's location for the duration of the contract.

**The city prefers bidder handle the entire process in-house; if not, the processing must be handled within 25 miles of the City of Keller.**

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**LOCATION OF PROCESSING (ADDRESS)**

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**CITY, STATE, ZIP**

**The vendor shall image the Utility Bills at their facility using an electronically transferred file (flat, fixed length, no packed fields) of the processed billing information including postal bar coding to each piece, folding and stuffing of forms and return envelope. Bills must be delivered to the bulk mail center in Fort Worth or Dallas no later than 24 hours from receipt of the file. Funds for postage will be prepaid to vendor to hold on account. Vendor will supply city with receipt from USPS. \_\_\_\_\_ PLEASE INITIAL TO ACKNOWLEDGE READING & UNDERSTANDING THIS PARAGRAPH**

The Utility Bills are printed two times each month with approximately 6,500 pieces each billing. Annual estimated quantity is 156,000. The Bidder will supply all forms and envelopes meeting the above described specifications. The amount quoted below shall be on a per piece basis including: envelopes, laser form variable imaging, mail processing of the forms and delivery to the USPS.

Some variable information will be hard coded from time to time and may change billing period to billing period.

Do not include postage in price.

PRICE PER UTILITY BILL \$ \_\_\_\_\_ X 156,000 = \_\_\_\_\_  
Total Cost (Utility Bill)

### ***Past Due Notice***

Laser Form Specifications:

Paper stock 24# bond white

8.5 X 11 inch Laser Form

The form is printed in 3 colors on the face (PMS185-Red, PMS 348-Green and Black, it has a horizontal perforation 3.5 inches from the bottom of the form.

#10 **CUSTOM (window placement – sample available upon request)** window envelope printed in black ink on the face only

The vendor shall image the Past Due Notice at their facility using an electronically transferred file of the processed billing information including folding and stuffing in envelope. No return envelope. Notices must be delivered to the bulk mail center in Fort Worth or Dallas no later than 24 hours from receipt of the file. Funds for postage will be prepaid to vendor to hold on account. Vendor will supply city with receipt from USPS. \_\_\_\_\_ **PLEASE INITIAL TO ACKNOWLEDGE READING & UNDERSTANDING THIS PARAGRAPH**

This notice is printed bi-monthly estimated at 700 each run annual total estimated at 16,800.

The amount quoted below shall be on a per piece basis including: envelopes, laser form variable imaging, mail processing of the forms and delivery to the USPS.

Some variable information will be hard coded from time to time and may change billing period to billing period.

PRICE PER PAST DUE NOTICE \$ \_\_\_\_\_ X 16,800 = \$ \_\_\_\_\_  
Total Cost  
(Past Due Notice)

***Printing of Additional Inserts to be Inserted into Bill***

***Drinking Water Quality Report***

Paper: 11 X 8.5, 60 # (1 Insert – 3 pages connected, double sided, color – Sample available upon request)

Offset print  
Estimated quantity 15,000  
Annual Report

Printing Price/per thousand \_\_\_\_\_X15 = \$ \_\_\_\_\_  
Inserting Cost per piece \_\_\_\_\_X15,000 = \$ \_\_\_\_\_

**Total Cost Drinking Water Quality Report \$ \_\_\_\_\_**

**SAMPLES OF BILLS, ENVELOPES AND INSERTS  
AVAILABLE UPON REQUEST.**

**ALL PRINTING WILL BE ON THE SAME COLOR,  
QUALITY (BOND, THICKNESS) OF PAPER, AND HAVE  
THE SAME QUALITY PRINTING.**

**COMMENTS AND/OR VARIANCES**

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## **INSTRUCTIONS FOR PROPOSAL**

**Terminology** - Throughout this document, the terms Contractor, Bidder, 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 bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFP or contract (e.g., Contractor, Vendor).

### **1. RFP INSTRUCTIONS**

- A. Completed RFPs will be received until 2:00 p.m. Tuesday, December 6, 2022, at the Town Hall Receptionist's Desk, 1100 Bear Creek Parkway, Keller, Texas, 76248 or through the City of Keller e-bid system. RFP responses received after the closing time and date will be returned unopened to the Contractor. RFPs will then be promptly opened and read aloud.
- B. The City **WILL NOT ACCEPT** a RFP response or alterations to a RFP response via fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No RFP 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 RFP Specifications until such RFPs have been opened and read aloud.
- D. Bidders are to bid on all items as specified. Base RFPs will be awarded to one bidder based on the total RFP for the services specified. Alternate proposals may be awarded to one vendor based on their total proposal for all alternates.
- E. A **RECOMMENDED** Pre-Proposal Conference will be held on Tuesday, November 29, 2022, 10:00 AM at 1100 Bear Creek Pkwy, Keller, TX 76248. **SAMPLES AVAILABLE AT PRE-PROPOSAL CONFERENCE.**

### **2. SIGNATURES**

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

3. **DEVIATIONS BETWEEN RFP 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 RFP specifications and operational requirements. Should the products/services fail to meet the specifications as required in the RFP, Contractor agrees that the City may elect to do one of the following:

  - A. Reject the RFP and void the purchase as to any and all RFP 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. **RFP AWARD/EVALUATION CRITERIA**
  - A. The City reserves the right to reject any or all RFPs, in whole or in part; to waive any informality in any RFP; and to accept the RFP which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award RFPs by item, combination or groups of items, or total RFP. **Vendors submitting on an "All or None" basis must so indicate on the RFP.**
  - B. The RFP 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. RFPs 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 bidder 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 bidder may also be required to give a past history and in order to satisfy the City of Keller in regard to the bidder's qualifications. The City of Keller reserves the right to reject any RFP if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Keller that the bidder is properly qualified to carry out the obligations of the

contract and to complete the work described therein. Evaluation of the bidder'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 bidder 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 bidder; 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 RFP. Such expenses shall be borne exclusively by the bidder.

#### 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 RFP request to be acceptable to all Contractors in all respects.

#### 6. **EXCEPTIONS/ALTERNATES TO RFP**

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

Changes prior to opening of RFP must be submitted before the opening deadline. Changes must be noted on the outside of the RFP envelope as follows: "**Changes to RFP #23-005**"

#### 7. **RFP WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to RFP for any reason or to reject any and all RFPs, or parts of all or any specific RFP or RFPs. The City further reserves



the right to accept part or all of any specific RFP or RFPs, or any combination of RFPs, and to accept any RFP or RFPs with or without trade-in.

After opening, bidders shall not be allowed to withdraw their RFPs 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 RFP. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its RFP, the bidder 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, bidders 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 RFPs**

RFPs received after the official RFP 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 RFP. It is the policy of the City that late RFPs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late RFP is opened in the mail room by City staff in error, or the RFP invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late RFP be considered, even if opened. **Contractor is solely responsible for insuring that RFPs are received by the City on or before the RFP 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 RFP shall be valid for one hundred twenty (120) calendar days after the opening date of the RFP 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 **MUST** be submitted with RFP packet at no cost for review of product. Samples do not have to be City specific wording. If Contractor has not requested the return of the samples within thirty (30) days from the RFP opening date, the samples may be either kept by or disposed of by the City.

## 12. **QUANTITIES**

- A. To assist in establishing a total RFP amount for RFP tabulation purposes, estimated quantities may have been listed in the specifications, or on the RFP tabulation form for each item. Bidder 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 RFP 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 RFP 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**

The maximum number of days to deliver the product after receipt of the City's order shall be 2 days. 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.

**18. IDENTICAL RFPS**

In the event of two or more identical low RFPS, the RFP 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 RFP as they may be a consideration in awarding the RFP.

**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 RFP, 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. RFP AMBIGUITY

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

**For clarification of these specifications, call Janice Holland, Utility Billing Manager 817-743-4062.**

## 23. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the 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/RFP 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 RFP specifications, instructions, and terms and conditions prior to the RFP submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the RFP specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Fort Worth 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 bidder'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 Bidder 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 RFP quote must be submitted on the form(s) provided in the RFP package in compliance with all conditions listed thereon, unless otherwise specified in the RFP specifications. RFPs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

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

## 29. **ORDERS AND PAYMENT TERMS**

A. All RFPs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of RFP. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. RFPs 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 30<sup>th</sup>. All invoices including work/services through September 30<sup>th</sup> must be submitted by October 31<sup>st</sup>. 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.

### 30. **USE OF PURCHASING CARDS**

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

### 31. **NEGOTIATION**

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

### 32. **PRICE FIXING**

In submitting a RFP 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 RFP.

### 33. **REFERENCES**

Contractor must provide a minimum of (3) 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.**

### 34. **CONFIDENTIALITY OF DOCUMENTS**

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

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

### 35. **CONTACTS WITH CITY EMPLOYEES AND OFFICERS**

In order to ensure fair and objective evaluation of RFPs, all questions related to this RFP should be addressed only to the person(s) so named herein or in the RFP 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 RFP from further consideration.

**36. 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.

**37. 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.

**38. EMPLOYEE SAFETY**

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

**39. 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.

**40. 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.

**41. 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.



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

#### **43. 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.

#### **44. ANNUAL CONTRACT FUNDING**

The City operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this RFP/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

#### **45. COOPERATIVE PURCHASING**

Bidders 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 bidder may be asked to provide products/services, based upon the RFP price, to any other governmental entity. Bidder/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 bidder as needed.

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

Yes

No

\_\_\_\_\_ Initial

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

46. **BRAND NAMES**

If items for which RFPs have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. RFPs offering “equal” products will be considered for award if such products are clearly identified in the RFPs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their RFP that they are offering an “equal product”, their RFP shall be considered as offering a brand name product referenced herein or in the RFP specifications.**

47. **CONTRACT CLAUSE**

All bidders understand and agree that the bidder’s response to this RFP invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

48. **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. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder 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.

49. **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.

50. **INDEPENDENT CONTRACTOR**

The bidder 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.

#### 51. **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/RFP 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.

#### 52. **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.

#### 53. **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.

**54. 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 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

**55. 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

**56. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

The contractor shall provide all workers' compensation insurance for its employees as required by law.

**57. INDEMNIFICATION**

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, 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, 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.

#### 58. **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.

#### 59. **BONDS**

**RFP Bond.** Unless specified otherwise in RFP specifications, all RFPs shall be accompanied by a RFP 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 RFP bonds will be returned to bidder within ten days from award of contract.

**Performance and Payment Bonds.** No contract shall be effective until the following performance and payment bonds are furnished:

When Payment and/or Performance Bonds are required for public works projects, Bidder will execute separate performance and payment bonds upon execution of contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

**Bond Requirements:** RFPs under \$50,000.00 per year will require no bonds. Public Works RFPs in excess of \$50,000.00 per year but less than \$100,000.00 per year will require RFP and payment bonds. RFPs in excess of \$100,000.00 per year will require RFP, payment and performance bonds.

**60. DEBARMENT**

By submitting a RFP, the bidder 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.

**61. 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.

**62. 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.

**63. 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 RFP amount with what is offered through these contracts and determine which is the most advantageous to the City.

**64. 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.

**65. 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 RFP specifications. Additional information regarding this requirement may be obtained at [www.ethics.state.tx.us](http://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).”

**66. 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 of 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 RFP 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.

**67. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270**

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

**68. HOUSE BILL 89/793 VERIFICATION**

This verification only applies to:

- A. Contracts Valued at \$100,000.00 or more,
- B. Companies with 10 or more full-time employees,

This verification exempts sole proprietorships from this requirement.

69. **COMPLIANCE WITH APPLICABLE LAW**

Bidder agrees that the contract will be subject to, and bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules and regulations.



## **SPECIAL TERMS AND CONDITIONS**

### **CONTRACT TERMS**

The contract period will begin March 17, 2023, 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 **two (2)** additional one (1) year periods, as further explained in Renewal Options. **The contractor shall submit the renewal proposal with price changes and justification to the Purchasing Agent at least sixty (60) days before the expiration of the current agreement. Renewal shall be at the sole discretion of the City of Keller.**

### **RENEWAL OPTIONS**

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. 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 RFP solicitation.

If the primary contractor elects not to exercise the option(s) to renew for two (2) 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 RFP 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-BID. The City of Keller reserves the right to re-BID the entire contract if the pricing of the next low contractor appears to be excessive.

### **PRICE ADJUSTMENTS**

RFP prices shall remain firm as outlined in the Specifications, Instructions to Bidders, unless:

- A. Measurable and justifiable supply/demand market disruptions impact the availability, pricing, quantity or quality of goods, materials and/or equipment.
- B. Measurable and justifiable market disruptions impact the availability, pricing, quantity or quality of labor.

**CITY OF KELLER  
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

**I acknowledge that by submitting a RFP for this project, I am aware of the insurance requirements outlined in these specifications (Number 52-56). If I am awarded the RFP, I will comply with all insurance requirements within 10 working days of the RFP 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 RFP, I understand my RFP bond will be forfeited.**

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

\_\_\_\_\_  
**Printed name**

**Name of Company:** \_\_\_\_\_

**Address of Company:** \_\_\_\_\_

**City, State & Zip:** \_\_\_\_\_

**STATEMENT OF NO PROPOSAL**

**PRINTING, FOLDING, INSERTING, PROCESSING & MAILING OF UTILITY  
BILLS AND MISCELLANEOUS INSERTS  
RFP # 23-005**

If bidder is not bidding 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 RFP 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 RFP.**
- Our schedule would not permit us to perform.**

**Remarks:**

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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DEB)** are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with Proposal Forms, and further explanation of bidding 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 RFP.

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**

**\*\*THIS PAGE MUST ACCOMPANY THE RFP OR RFP MAY BE REJECTED\*\***

1. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact \_\_\_\_\_  
E-Mail \_\_\_\_\_

2. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact \_\_\_\_\_  
E-Mail \_\_\_\_\_

3. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact \_\_\_\_\_  
E-Mail \_\_\_\_\_

**House Bill 89/793 VERIFICATION**

I, \_\_\_\_\_ (Person name), the undersigned representative of \_\_\_\_\_ (Company or Business name)

\_\_\_\_\_ (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath 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 the above-named Company, business or individual with City of Keller, Texas.**

*Pursuant to Section 2270.001, 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 Israeli-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.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

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

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

---

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

Signature of vendor doing business with the governmental entity      Date

**\*\*THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED\*\***

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

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

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

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

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**\*\*THIS PAGE MUST BE COMPLETED OR RFP MAY BE REJECTED\*\***