



City of Burleson

REQUEST FOR PROPOSALS

Proposal Reference Number: 2020-007

Project Title: Print Center Solutions

Proposal Closing Date: 3:00 P.M.(CST), August 27, 2020

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Burleson, Texas

Request for Proposals

1. Introduction

- A. The City of Burleson is requesting Proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. The following are contacts for questions as identified.
 - 1. All questions related to the requirements or processes of this RFP should be submitted in writing to the Purchasing Manager.
 - 2. Responses to inquiries that directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to City website. All such addenda issued by City before the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such a reply is made by such a formal written addendum.
 - 3. The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing the appropriate area of the Proposal.
- C. Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or erroneous.
- D. A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City or submits an application, response to a request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City.
- E. 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. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for the creation of Form 1295. Once the form is completed online, printed, and signed please return the form with your proposal submission.

2. Definitions

- A. Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.
- B. Proposer: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

- C. The city of Burleson (“City”): The City of Burleson, Texas.
- D. Purchasing Manager: The City of Burleson Purchasing Manager is Justin Scharnhorst.
Phone: (817) 426-9646
E-Mail jscharnhorst@burlesontx.com:
- E. Request for Proposals (RFP): The entirety of this document, including all Appendices and Addenda.
- F. Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. The city will furnish Excise Tax Exemption Certificate upon request.
- B. The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, under the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum before the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

- A. The City does not guarantee to purchase any minimum or maximum quantity but does contemplate Purchasing exclusively during the term of the contract from the successful vendor.

6. Proposal Submittal Requirements

- A. All proposals must be submitted electronically. The Proposer must visit <https://burlesontx.bonfirehub.com/login> and register. Once registered for this complimentary service, the Proposer may submit Proposal Documents electronically by selecting the appropriate Proposal Identification.
- B. Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded within the Bonfire electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- C. Any submitted proposal may be withdrawn or a revised proposal substituted before the submittal deadline. Proposal Documents cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.

- D. All Proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts electronic submissions via <https://burlesontx.bonfirehub.com/login>. Any other format (via telephone, fax, email, etc.) may be rejected by the City at its discretion.
- E. Once the submittal deadline has passed, any proposal document shall constitute an irrevocable bid to provide the commodities and/or services outlined in the Scope of Services at the price(s) shown in the proposal document. Such a proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Proposal Evaluation and Contract Award

- A. An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, under Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.
- B. If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. Any ambiguity in the Proposal as a result of omission, error, lack of clarity, or non-compliance by the Proposer with specifications, instructions, and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. The city may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- F. City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. The occurrence of any one or more of the following events will justify termination of the contract by the City of Burleson for a cause:
 - 1. The successful proposer fails to perform under the provisions of these specifications; or
 - 2. The successful proposer violates any of the provisions of these specifications; or
 - 3. The successful proposer disregards laws or regulations of any public body having jurisdiction; or
 - 4. The successful proposer transfers assign or convey any or all of its obligations or duties under the contract to another without the written consent of the City.

5. If one or more of the events identified in Subparagraphs G occurs, the City of Burleson may terminate the contract by giving the successful proposer seven (7) days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer shall not receive any payment on account of the loss of anticipated profits or revenue or other economic loss resulting from such termination.

H. This contract may be canceled or terminated at any time by giving the vendor thirty (30) days written notice. Vendor may be entitled to payment for services performed; to the extent said services are satisfactory.

Appendix A – Scope of Services

1. Project Title: Print Center Solutions

2. Scope of Services Contact

A. Questions about the technical nature of the Scope of Services, etc. may be directed to Justin Scharnhorst, Phone. 817-426-9646, e-mail: jscharnhorst@burlesontx.com.

3. Proposal Evaluation Factors

Emphasis	Factor
40%	Overall Price
25%	Experience Providing Required Services
15%	Vendor Ability to Provide Required Services
20%	Ability to maintain or improve current operation

4. Key Events Schedule

Sealed Proposals Due to and Opened by City	August 27, 2020
Pre Bid Meeting (Non Mandatory) via Microsoft Team’s	August 5, 2020 @ 3:00 CST
Anticipated Committee Evaluation Review Date	September 7-11, 2020
Anticipated Award Date	September 2020

If vendors would like to join the pre bid meeting, email the Purchasing Manager at jscharnhorst@burlesontx.com

5. Services

A. Copy Center Services – occupy and facilitate print center operations. Copier Fleet Services - provide routine maintenance and service to all 21 units. List of units, location, and usage are outlined in Appendix E. Solution/Processing – provide a solution that will enable internal staff to submit print requests and have the capability of monthly reporting that will indicate department chargeback. Additional options should include replacing or updating existing outdated equipment, or providing alternatives similar in scope. Additionally, vendors can provide lease options for all equipment.

B. Mail Services - provide mail services to the locations that are listed in the link below.

<https://maps.burlesontx.com/arcgis/apps/webappviewer/index.html?id=0455b83e11ad4985a2cded635c7d3513>

C. Equipment Repair and Maintenance Services – Serve as a first-line repair to all City equipment that includes providing parts, ink, and any other applicable serviceable part that is needed to keep each machine fully functional, and operational.

6. Inclusive Supplies

A. The selected vendor will provide supplies at no additional cost for the Equipment identified as Serviced Equipment on Exhibit E. Additionally, current operations use a Fiery Color Controller E-41A owned by the City. Vendors need to provide an updated version equal in service, or equivalent.

- B. All other Services shall be agreed upon from time-to-time by the City of Burleson and Vendor in writing.

7. Production Center

- A. The vendor will provide the Production Services at the following location:

225 W. Renfro Street
Burleson, TX 76028

- B. The location of all other fleet copiers locations is listed in Appendix E.

8. Personnel

- A. The vendor will provide a full time, dedicated employee to perform the services specified above: One (1) Key Operator 8 am-5 pm, Monday through Friday, Full-time. The selected vendor will observe the approved City holiday schedule.

9. Service Levels

- A. On-Time Job Completion:

Copy all jobs as stated in the specifications and specified by the job ticket with 95% of jobs completed on time as measured by calculating the jobs completed late as recorded on the log divided by the total completed jobs for the period. The measurement is based on an average for a 90-day calendar period.

- B. Mailroom Services:

Mail should be picked up and delivered in its entirety every day. Should situations arise in which mail will not be delivered to a department. The vendor will be responsible for communicating that.

10. Uptime

- A. In the case of an element of the service levels not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed-upon timeline to bring the services within targeted standards within a 30-day timeframe. The a remedy may require service delivery correction actions, the addition of incremental capacity, modification to service process due to changes in facilities logistics and environment.
- B. Freight, Delivery & Mailing Costs - City shall pay all postage/ mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time, courier, and/or carrier fees directly as deemed necessary to provide such services. Vendor shall not bear or be responsible for any costs related to freight, delivery, and/or mail costs and, to the extent vendor pays such costs.
- C. Overtime - When workload requires the services to be provided beyond regular hours, The vendor will provide overtime Services and will invoice for such operator overtime pending prior approval by the City. Hours for overtime can be billed up to \$25.00 per hour in addition to standard rates.

11. Management Services

- A. Vendor Solutions – The existing process includes utilizing TRAC (Trend, Reporting, Analysis, and Communication). The solution is a web-based application and repository hosted by a third-party application service provider (ASP) that is designed to enable centralized monitoring, tracking, and management of the vendor equipment and Services provided under this SOW.

The city of Burleson requires similar software that enables print requests to be submitted, tracked, processed, and charged back to internal departments.

12. Other Services

- A. Support Services - With the City’s prior approval and at the process stated below, the Vendor will provide reprographic work that cannot be completed at City’s on-site center or has not been included in the Services. All offsite reprographic work will not be counted against the Base Black and White Image amount or the Base Color Image amount listed above. The city of Burleson retains the right to arrange for the acquisition of such additional services directly with any outside supplier.
- B. Any other outsourcing services that are not included in this proposal. Please provide a list of jobs, including costs or any applicable hourly rate.
- C. Manage the stock inventory, which includes notification of reordering needs and development assistance to ensure the final stock package will process efficiently (with minimal amounts of spoilage). In addition to managing inventory and keeping supplies that keep all machines functioning, the selected contractor will be responsible for maintaining all operations of print services.

13. Vendor must list outsourcing rates per page per copy rate

- A. Vendor Personnel shall have a monthly meeting with the Purchasing Manager to provide updates of operation and provide monthly mail and print totals that show trends of production for all active units.
- B. Vendor Personnel shall provide courier service to using a City-owned vehicle. All insurance and maintenance included.
- C. The vendor will provide the City with Vendor Personnel driving records. Individuals must pass an MVR test provided by the vendor before driving a City-owned car.
- D. Vendor Personnel shall coordinate and collect all meter readings for the Vendor fleet of convenience Copiers.

Appendix B – Proposal

All proposals submitted to the City of Burleson shall include this page with the submitted Proposal.			
RFP Number:	2020-007		
Project Title:	Print Center Solutions		
Submittal Deadline:	3:00 P.M.(CST), August 27, 2020		
Submit Electronically* to https://burlesontx.bonfirehub.com/login * Requires an email account login and password.			
<u>Proposer Information:</u>			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u>			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____(day) of _____(month), _____(year)</p>			

I learned of this Request for Proposals by the following means:

- | | |
|--|---|
| <input type="checkbox"/> Newspaper Advertisement
<input type="checkbox"/> Burleson Website
<input type="checkbox"/> Mailed Me a Copy
<input type="checkbox"/> Bonfire | <input type="checkbox"/> City E-mail Notification
<input type="checkbox"/> Cold Call to City
<input type="checkbox"/> Other |
|--|---|

Appendix B – Proposal (continued)

REQUIRED PROPOSAL INFORMATION. For A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. Proposers should utilize this section to describe the technical aspects, capabilities, features, and options of the product and/or service proposed under the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City to fully utilize the goods and/or services proposed.
- C. Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. The proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing shall reflect the full Scope of Services inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.
- B. The city will be charged for black & white and color images monthly:

Convenience Copies

- Black & White - \$0.00
- Color - \$0.00
- Based on annual average of 1,000,000 copies _____

Copy Center

- Black & White - \$0.00
- Color - \$0.00
- Based on annual average of 300,000 copies _____

Monthly fee for Managed Services _____

Monthly Maintenance for all 21 Units _____

Monthly Total _____

*Add Convenience & Copy Center totals based on average, managed services and maintenance total.

3. Term of Contract and Option to Extend

- A. Any contract resulting from this RFP shall be effective **for twelve months from the date of the award.** The city anticipates that the contract shall be renewed under the availability of funds and at the discretion of the City. The following clauses shall be included in the contract.

- B. It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days before contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- C. Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be sole to accommodate an increase in the contractor's cost, not profits.
- D. Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. Also, the percentage proposed will be a factor in determining the best value to the City. It is the average price throughout the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.
- E. If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City.

4. Proposer's Experience / Staff

- A. Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by the City before joining the project.
- C. State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than the present, must be provided;
State the number of years' experience the business has: _____; and the number of employees: _____
- D. All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrate the Proposer's ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # _____ - _____ - _____.

7. Cooperative Governmental Purchasing Notice

A. Other governmental entities maintaining interlocal agreements with the City, may desire but are not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Before other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase **No, Only the City can purchase**

J. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

A. Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of the invoice.

B. All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and under the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of good and workmanlike quality, in addition to, and not in place of, any other express written warranties provided.

C. If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. For goods to be provided by Proposers hereunder if any, the title and risk of loss of the goods shall not pass to City until City receives, takes possession, and accepts the goods and the installation of such goods has tested the system and determined that it is in good and acceptable working order.

2. Miscellaneous

A. Proposer agrees that Proposer and Proposer’s employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall

not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Proposer shall indemnify and save harmless the City against any liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer'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.
- D. Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, concerning this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. The proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. The person signing on behalf of Proposer certifies that the signer has the authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- I. Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree** **N/A**

- J. Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan, or a foreign terrorist organization while providing products or services to the City of Burleson.

Yes, we agree **No, we do not agree**

3. Financial Responsibility Provisions

- A. The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including reasonable attorneys' fees, court costs, and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve-month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve-month period and the person engages in any of the following actions:

- A. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - 1. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - 2. contracts for the purchase or sale of real property, personal property including an auction of property;
 - 3. tax abatement and economic development agreements;
- B. submits a bid to sell goods or services, or responds to a request for proposal for services;
- C. enters into negotiations with the City for a contract; or
- D. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

- A. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing-related to a potential contract or agreement with the City; and
- B. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CQI at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

Appendix D – No Intent to Submit Form

If your firm has chosen not to submit a proposal for this procurement, please complete this form and submit to:

City of Burleson
Purchasing Division
141 West Renfro
Burleson, Texas 76028

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Burleson | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

Company Name (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

Appendix E – List of Equipment

Department	Device Location	Model	EID	Manuf Serial	TOTAL Life Meter Feb 2020	Fleet Value	Ave Max Life	% of Max Life
Library-Reference	248 SW Johnson Ave	MP C305	13339973	W794P802706	397,243	\$ 900.00	300,000	121%
Engineering-Inspection	725 SE John Jones Dr	MP C2500	12117778	L3674901710	671,535	\$ 2,000.00	750,000	90%
Human Resources	141 West Renfro St	MPC 3002	12631246	W492LA00494	547,515	\$ 2,500.00	850,000	61%
Municipal Court	1131 SW Wilshire Blvd	MPC3503	13673768	E164M160636	578,474	\$ 2,800.00	950,000	56%
BPD-CIS	1161 SW Wilshire Blvd	MP 2553	13443080	E743L900674	416,189	\$ 1,700.00	750,000	51%
Printshop	225 West Renfro St	Pro C751ex	12117779	V9115800064	2,860,623	\$ 7,500.00	6,000,000	48%
BPD-Patrol Report Rm	1161 SW Wilshire Blvd	MPC3002	13757503	W492LA00506	324,053	\$ 2,500.00	850,000	35%
Library -Workroom	248 SW Johnson Ave	MP2852SP	17032625	W422L900458	238,348	\$ 1,500.00	800,000	29%
City Hall-CSO	141 West Renfro St	MPC 3503	13105862	E163M960728	289,779	\$ 2,500.00	950,000	28%
Service Center -PW	725 SE John Jones Dr	MPC 3003	13676753	E155M910743	236,919	\$ 2,500.00	850,000	26%
BPD-Front	1161 SW Wilshire Blvd	MP5002	13508504	W532L800569	359,014	\$ 2,700.00	1,250,000	26%
City Hall - CMO	141 West Renfro St	MPC3003	13758134	E155MA60456	177,796	\$ 2,500.00	850,000	20%
Finance	141 West Renfro St	MPC4504	14091683	C737M740916	288,545	\$ -	1,300,000	18%
BPD-Workroom 2nd Flr	1161 SW Wilshire Blvd	MPC5502A	20346346	W542L600320	233,144	\$ 3,000.00	1,500,000	15%
City Hall-Utility Billing	141 West Renfro St	MP 3054	13675880	G155R830637	152,956	\$ 2,250.00	850,000	12%
City Hall-ComDev	141 West Renfro St	MPC4504	14242786	C738M710199	94,432	\$ -	1,300,000	6%
Library-Coin Op	248 SW Johnson Ave	MPC4504	14039594	C737M542004	93,509	\$ -	1,300,000	6%
Engineering / IT	225 West Renfro St	MPC4504	14092151	C737M341085	85,015	\$ 3,500.00	1,300,000	6%
BFD #1	828 SW Alsbury Blvd	MPC2504	14246576	C778R710581	40,695	\$ -	750,000	4%
BRICK - Rec Center	550 NW Summercrest Blvd	MPC4504	13840215	G716M810591	401,143	\$ 3,500.00	1,300,000	3%
City Hall-Permits	141 West Renfro St	IM C4500	14339761	3129M400289	33,931	\$ -	1,300,000	1%