



CARROLLTON

TEXAS

RFP #24-022 Addendum 1

Integrated Library System

Issue Date: 7/15/2024

Questions Deadline: 7/24/2024 12:00 PM (CT)

Response Deadline: 8/16/2024 10:00 AM (CT)

Purchasing

Contact Information

Contact: Priscilla Ann Gonzalez

Address: Purchasing

1945 E. Jackson Rd

Carrollton, TX 75006

Phone: (972) 4663384

Email: priscillaA.gonzalez@cityofcarrollton.com

Event Information

Number: RFP #24-022 Addendum 1
Title: Integrated Library System
Type: Request for Proposal
Issue Date: 7/15/2024
Question Deadline: 7/24/2024 12:00 PM (CT)
Response Deadline: 8/16/2024 10:00 AM (CT)
Notes:

The City of Carrollton is soliciting Proposal Packets to provide the City with Integrated Library System.

The City of Carrollton strongly encourages vendors to submit their responses electronically. Packets may be submitted in person or by mail and done so in a sealed envelope or package and labeled with the company name, solicitation number, and title. Packets will be received by the City of Carrollton at the address listed on the ship to information section below. Late packets will not be accepted.

RFP #24-022 Integrated Library System

City of Carrollton Purchasing

Carrollton City Hall Building

1945 E. Jackson Road

Carrollton, Texas 75006-1790

Any questions about the RFP process/procedures may be obtained from the City of Carrollton's Purchasing Division at purchasing@cityofcarrollton.com. **Vendors should not contact anyone other than Purchasing for questions related to the RFP process.** For Technical Support for using this online bidding platform, please contact IonWave via 866-277-2645, Ext 4 or by email: support@ionwave.net.

To request a reasonable accommodation needed for openings for a disability, please contact Purchasing 72 hours in advance at (972) 466-3115.

CONDITIONS OF SITE AND WORK

Vendors should carefully examine the Specification and other documents, visit the site of the work (if provided,) and fully inform themselves as to all conditions and matters which can in any way affect the work or costs thereof. Should a Vendor find

discrepancies in, or omissions from the drawings, specifications or other Contract Documents, or should Vendor be in doubt as to the meaning and intent, Vendor should notify the City at once and obtain clarification prior to submitting a packet. The submission of packets by Vendor shall be conclusive evidence that the Vendor is fully acquainted and satisfied as to the character, quality and quantity of work to be performed and materials to be furnished.

Bid Attachments

Integrated Library System - Scope of Work.pdf

Integrated Library System - Scope of Work

[Download](#)

ILS - General Services Agreement.pdf

General Services Agreement - Integrated Library System

[Download](#)

General Conditions for Professional Services and Consultant.pdf

General Conditions for Service Agreements

[Download](#)

W-9_BLANK_FORM (1).pdf

W-9 Required All Vendors

[Download](#)

Conflict_of_Interest_Questionnaire_(3) (8).pdf

Conflict of Interest Questionnaire

[Download](#)

INSURANCE_REQUIREMENT_AFFIDAVIT_FINAL (1).pdf

Insurance Requirement Affidavit

[Download](#)

Requested Attachments

Proposal Packet

(Attachment required)

Please include your proposal packet.

W9

(Attachment required)

Hub Certification

Insurance Certificate

The awarded vendor must provide and upload the required insurance certificate within 10 days of notice of award.

Other Document for Bidder

Your company may provide additional information for the City of Carrollton to review.

Conflict of Interest Questionnaire

Bid Attributes

1 General Terms and Conditions

The City of Carrollton's General Terms and Conditions have been attached to this bid event. Please download the document from the "Attachments" tab and review. Please acknowledge you have read and understand the Terms and Conditions.

I have read, understand and agree.

(Required: Check if applicable)

2 Attachments

Located on the "Attachments" tab are several important documents for Bidders to download and review. Some of the attachments may require information to be provided. Completed documents must be uploaded on the "Response Attachments" tab.

I have downloaded, read and understand.
(Required: Check if applicable)

3 Attributes

There are attributes, like this one, that may require a response from the vendor. Be sure to complete all of the attributes listed on this tab.

4 Information to Bidders

INFORMATION TO BIDDERS

(Optional: Maximum 1000 characters allowed)

5 Submission Response

The City of Carrollton prefers responses to be submitted online via our electronic system. Submissions may also be submitted manually. Manual submissions must be delivered to the Purchasing Division, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. Manual submission shall consist of one (1) original hard copy and one (1) electronic flash drive.

Any SEALED PROPOSALS received after stated closing time will be returned unopened. If SEALED PROPOSALS are sent by mail to the Purchasing Division, the proposer shall be responsible for actual delivery of the SEALED PROPOSALS before the advertised date and hour for opening of request for proposals.

If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the SEALED PROPOSAL opening, SEALED PROPOSALS thus delayed will not be considered and will be returned unopened.

City Hall Building business hours are Monday - Thursday, 7:30 AM to 5:30 PM, and Friday, 7:30 AM to 11:30 AM.

To request reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Department 72 hours in advance at (972) 466-3115.

6 Right to Reject

Until the final award by the City of Carrollton, the City reserves the right to reject any and/or all SEALED PROPOSALS, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. SEALED PROPOSALS will be submitted sealed and plainly marked with the date and time of opening. The City of Carrollton Municipal Building is wheelchair accessible.

I have read, understand and agree.
(Required: Check if applicable)

7 Disqualification

The City may reject outright and shall not evaluate proposals for any one of the following reasons:

1. The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
2. The Bidder fails to respond to the City's request for information, documents, or references.
3. The Bidder presents the information requested by this BID in a format inconsistent with the instructions of the BID.
4. The Bidder initiates unauthorized contact regarding the BID with City employees and/or officials, or members of the evaluation committee.
5. The Bidder provides misleading or inaccurate responses.
6. The Bidder limits the City's rights.

The City reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts. The content of a bid submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

I have read, understand and agree

(Required: Check if applicable)

8 Communications Statement

All communication shall go through the Purchasing Division during this solicitation process. All questions received and the corresponding answers will be distributed to all bidders using the question feature in Ionwave. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Event and the City will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The Bidders will be responsible for checking the web site for any posted addenda.

Additional communications restrictions are outlined in the **PROHIBITION ACKNOWLEDGEMENT** section.

I have read, understand and agree

(Required: Check if applicable)

9 Electronic Signatures

The City of Carrollton has adopted an Electronic Signature policy, which permits the City to use Electronic Signatures with outside Bidders on most contracts where the parties agree to conduct the transaction electronically. By checking below, I agree to use Electronic Signatures to execute the resulting contractual documents with the City of Carrollton, as allowed by the City's policies and ordinances.

I have read, understand and agree

(Required: Check if applicable)

1
0

Conflict of Interest Questionnaire

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 Bidder who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity not later than the 7th business day after the date the Bidder becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

Does this Bidder have conflict of interest with City of Carrollton, Texas?

Yes No

(Required: Check only one)

1
1

Name & Relationship

Do you or any employee in your company have a financial relationship and/or family relationship by birth or marriage (spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee/trustee of the City of Carrollton, TX?

If yes, please include that relationship as a Response document in the "Other Documents" section.

Yes No

(Required: Check only one)

1
2

Non-Discrimination

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). Further, pursuant to City of Carrollton Ordinance No. 3896, Contractor shall not discriminate against any individual due to age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

I have read, understand and agree.

(Required: Check if applicable)

1
3

Debriefing Vendors

Debriefing of contract award is available within 30 days after award and execution of the Contract. To schedule a debrief, you will need to contact the Purchasing Buyer of Record listed in the bid event details.

I have read, understand and agree

(Required: Check if applicable)

1
4

Submission Instructions

SUBMISSION REQUIREMENTS

(Optional: Maximum 1000 characters allowed)

1
5

Submission Instructions

Accessing the RFP Documents

The City of Carrollton's IonWave Procurement Portal is the only authorized source for obtaining accurate PACKETS forms. All addenda and notices related to this procurement will be posted by the City in IonWave. The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Vendor should not rely on such sources for information regarding any solicitation made by the City of Carrollton.

In the event this RFP is obtained through any means other than City's IonWave Procurement Portal, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP documents received from those other sources. Forms obtained from any other source may be incomplete and Vendors risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive and eliminating the packet from award.

Preparations of Packets:

Vendors are expected to carefully examine all documents that make up this RFP, including all addenda, attachments, and exhibits to thoroughly familiarize themselves with all requirements prior to submitting a packet. Upon examination of the solicitation and discovery of any discrepancies, inconsistencies, errors, or ambiguities in, or omissions from the solicitation documents, or should the vendor be in doubt of any meanings, the vendor shall promptly notify the Purchasing division.

RFP Preparation Costs: All costs associated with the preparation of a response for this solicitation, or any other City solicitation shall be borne by the vendor, and not the City.

Minimum Standards:

Specifications listed herein describe the expected minimum standards. If any exceptions are taken by the Vendor, the Vendor is responsible for indicating each deviation from the specifications, including an explanation, justification, or applicable literature for the deviation, and initialed by representative taking exception(s). Any and all exceptions must be submitted at time of packet submittal. The City reserves the sole right to accept or reject, in whole or part, any proposed exceptions. The absence of any indications will be interpreted as the Vendor's complete compliance with the entire specification.

Explanation of Solicitation Language:

It is the intent and purpose of the City of Carrollton that this solicitation promotes competitive bidding. It shall be the Vendor's responsibility to advise Purchasing, at the email listed on the cover page of this solicitation, if any language, requirements, or combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Interpretations, corrections, or changes to the RFP made in any other manner are not binding upon the City, and vendors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. The City expressly reserves the right to:

- Specify approximate quantities in the solicitation.
- Extend the solicitation opening date and time.
- Add additional terms or modify existing terms in the solicitation.

Addenda:

Any addenda or other modification to the PACKETS documents will be issued by the City prior to the date and time of closing. Such addenda or modification shall be part of the RFP documents and shall be binding upon each Vendor. Vendors are required to acknowledge receipt of any and all addenda and submit with their packets and will do so as part of the submission process.

- Any interpretations, clarifications, and changes made will be issued by the Purchasing Division.
- Oral answers received by any member of the Purchasing Division or requesting Department will not be authoritative, and the City will not entertain any protest based on verbal instruction.
- It is the Vendor's responsibility to obtain, review and acknowledge all addenda.
- Addenda will be noted on the RFP event in the City's IonWave Procurement Portal. It is the responsibility of the Vendor to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their packets. The City will not consider any request to re-open a packet because of the failure by Vendor to secure addenda in accordance with this RFP.

RFP Compliance:

- All items contained in the solicitation must be in total compliance with the specifications in this solicitation.
- Each Vendor must furnish the information required by the solicitation on the documents provided. PACKETS submitted on any other form(s) may be considered non-responsive.
- Any attempt by the vendor to alter the wording in the RFP may result in rejection of the packet.
- PACKETS may not include exempt taxes such as City, State, and most Federal taxes. The successful vendor should request a Tax Exemption Certificate from the Purchasing Division as needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.
- **Conflict of Interest:** All Vendors must disclose, with the RFP, the name of any officer, director, or agent who is also an officer or employee of the City of Carrollton. Furthermore, all Vendors must disclose the name of any City of Carrollton officer or employee who owns, directly, or indirectly, an interest of ten percent (10%) or more of the Vendor's firm or any of its branches. Failure to disclose in this manner will result in the immediate disqualification of or cancellation of the RFP for work. The City will seek all damages for the recoupment of losses in having to re-bid or re-assign this RFP.

Conflict of Interest Form is required on submission and can be found in the Attachment tab of this solicitation.

Delivery Time:

Delivery time, if stated as a number of days, shall be interpreted as calendar days. It is understood by Vendors that time is of the utmost with any City purchase; and therefore, if the indicated date cannot be met, or the date is not indicated, the Vendor shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Compliance with Laws:

The Vendor shall give all notices and comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and lawful orders and decrees of any court, administrative bodies, tribunals, or any public authority in any matter bearing on the performances of the services specified herein. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Vendor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment, and licensing laws and regulations, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

The Vendor shall maintain all required licenses, certifications, etc. throughout the term of the specifications included. Upon request, the Vendor must furnish the City with satisfactory proof of its compliance.

Unauthorized Workers: The City will not intentionally award publicly funded contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")], and as amended. The City shall consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral **cancellation** of this Agreement by the City.

Modifications, Withdrawal of PACKETS, or No Bid Modification of PACKETS:

- PACKETS may be modified by the vendor at any time prior to the due date and time.
- No additional or modified Terms and Conditions included with the RFP response shall be evaluated or considered. If submitted it is understood and agreed that the general Terms and Conditions, Special Provisions, and all other supporting documents issued within this solicitation are the only applicable terms and conditions, and the Vendor's authorized signature, affixed to the RFP, attests to this.

Opening of PACKETS:

The Purchasing representative responsible for opening PACKETS shall confirm the time and announce the opening, if applicable. PACKETS will be opened electronically following the close of the solicitation. If a public opening is held, the representative shall then personally and publicly open and read aloud the solicitation specifics in accordance with the solicitation type.

Public Disclosure:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a vendor does not desire proprietary information in the RFP to be publicly disclosed, each page must be identified and marked proprietary at time of submittal.

The City will, to the extent allowed by law, endeavor to protect such information from public disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Compliance with Texas Government Code Chapter 552:

A. In this section, Contracting Information shall have the same meaning as defined in Texas Government Code § 552.003(7).

B. The Vendor must preserve all Contracting Information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

C. The Vendor must promptly provide to the governmental body any Contracting Information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

D. On completion of the contract, Vendor shall either

1. Provide at no cost to the Owner all Contracting Information related to the contract that is in the custody or possession of the Vendor; or
2. preserve the Contracting Information related to the contract as provided by the records retention requirements applicable to the City of Carrollton.

E. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or Vendor agrees that the contract can be terminated if the contractor or Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Americans with Disabilities Act:

Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Qualification Meeting or RFP Opening Meeting) should contact Purchasing at least 24 hours in advance of the activity to request accommodations.

Supplier Code of Ethics:

The City of Carrollton, Texas, is committed to a procurement process that fosters fair and open competition, as we are governed by the highest ideals of honor and integrity in order to merit public respect and confidence in the spending of public dollars. To achieve these goals, the following ethical principles shall govern each Supplier who seeks to do business with the City.

Each Supplier shall not:

- Engage in collusive bidding, price fixing, price discrimination, or make an agreement with any other competing Supplier for the purpose of restricting competition.
- Disclose pricing or quotes in submitted packets or proposals, directly or indirectly, to any other competing Supplier prior to the closing date for packets or proposals.
- Make any attempt to induce or coerce any other individual/entity to submit or refrain from submitting a bid or proposal.
- Under any circumstances, offer or give directly or indirectly, any gifts, gratuities, or other things of value to a City employee or family member, consultant or contractor in connection with the bid or proposal, which might influence or appear to influence purchasing decisions.
- Initiate, negotiate, or render an offer of employment to any City employee who is directly involved with, or personally participating on behalf of the City with respect to any procurement or other matter involving the Supplier.

Each Supplier shall:

- Disclose any transaction or participation of any individual in an operational situation that presents a conflict of interest.
- Completely perform any awarded contract, at the contracted price, according to the terms set forth in the contract, and will submit timely and accurate invoices for goods and/or services performed.

Violation of any provision of this Supplier’s Code of Ethics, may render the Vendor non-responsible, debarred, or in material breach of the contract, which could result in criminal or civil penalties under the State or Federal Law.

I have read, understand and agree
(Required: Check if applicable)

1
6

AWARD PROCESS

AWARD PROCESS

(Optional: Maximum 1000 characters allowed)

1
7

Acknowledgement

The below information relates to the award of this SEALED PROPOSAL. Please read below and note that it is your responsibility that you understand how this SEALED PROPOSAL will be awarded.

I have read, understand and agree
(Required: Check if applicable)

**1
8** **Evaluation for Award or Rejection of Qualifications Packets**

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to the City. Discussions may be conducted with vendors determined to be reasonably qualified, and the City reserves the right to reject any and all proposals. The City reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the City of Carrollton to contract for the proposed project. The City will negotiate a contract with the highest evaluated vendors, as determined by the selection committee. The City of Carrollton shall not be liable to any Vendor for costs associated with responding to the RFP, for the Vendor's participation in the interview, or any costs associated with negotiations.

Vendor shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

The City will evaluate and score each of the proposal submittals received from responsive Vendors based on established criteria. The Committee reserves the right to request a system demonstration and oral presentation.

I have read, understand and agree.
(Required: Check if applicable)

**1
9** **Award to Vendors**

It is the City of Carrollton's preference to award this contract to one vendor who meets the criteria of this solicitation and who has been evaluated in accordance with this or the attached documents.

I have read, understand and agree.
(Required: Check if applicable)

20 RFP Evaluation Criteria

The RFP will be awarded using the following criteria:

30% - Quality of Proposed Solution

- Integrated Library System - 10 Points
- Reporting Functionality - 10 Points
- Documentation - 5 Points
- Service Level Agreement - 5 Points

30% - Cost 30 Points

25% -Solution Delivery

- Transition Plan to Operations - 10 Points
- Project Schedule - 5 Points
- Test Plan - 5 Points
- Training Plan - 5 Points

15% - Work History/Company Overview

- References – Past Performance - 5 Points
- Work History - Company - 5 Points
Information & Experience
- Knowledge & Skills of Key Personnel - 5 Points

I have read, understand and agree
(Required: Check if applicable)

21 Awarded Contract Term

Winning Bidder(s) agree to commit to one year contract with the City of Carrollton to supply requested goods / service. This contract will be renewable with or without price increases if mutually agreed upon by the department and the Purchasing Division and the Bidder(s) for an additional two (2), one (1)-year renewal periods.

I have read, understand and agree
(Required: Check if applicable)

22 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.

www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

Vendors must download the Form 1295 from the "Attachments" tab of this bid event, complete and sign the document, then attach the document to the "Response Attachments" tab.

Once bid evaluations take place by city staff and your firm is recommended for award, you will be notified that an award to your company is pending you will be required to submit the completed Form 1295 to the City of Carrollton Purchasing Office before approval can be considered. You can fill out the form online, get a certificate number, and that number goes in the upper right box.

I have read, understand and agree.
(Required: Check if applicable)

2
3

Insurance Requirements

INSURANCE REQUIREMENTS

(Optional: Maximum 1000 characters allowed)

2
4

Insurance Requirements

Bidder here acknowledges that insurance may be needed upon award of a contract. The awarded Bidder acknowledges work will not commence under this contract until all the required insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on his or her subcontract until all required insurance of the subcontractor has been obtained and submitted to the City.

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or state approved form at time of bid. The bidder will have no longer than ten (10) calendar days following notification of award to submit the required Acord form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City.

Attached to this solicitation is an **Insurance Affidavit** where the Bidder will acknowledge the need for potential insurance needed based on the lists below. An insurance certificate is required to be on file prior to the start of any work and may require the following coverage:

1. Commercial General Liability: \$1,000,000 per occurrence, \$1,000,000 products/completed operations and \$2,000,000 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto, or hired and non-owned vehicles.
3. Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$1,000,000 for each accident, \$1,000,000 policy limit – Disease, \$1,000,000 each employee disease.
4. Umbrella or Excess Liability: \$2,000,000.00 per occurrence and aggregate.

Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured with waiver of subrogation in the favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, materially changed, or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days' notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas.

4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Carrollton

Attn: Purchasing
1945 E Jackson Road
Carrollton, Texas 75006

6. Workers' Compensation Insurance Coverage:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage Bidders, office supply deliveries and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project and provide to the City.

I have read, understand and agree
(Required: Check if applicable)

2 5	Cancellation of Insurance Certificate Cancellation Policy must read as follows: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left." <input type="checkbox"/> I have read, understand and agree <i>(Required: Check if applicable)</i>
----------------	---

2 6	Prohibition Acknowledgements <b style="color: red;">PROHIBITION ACKNOWLEDGEMENTS _____ _____ _____ <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	---

2 7	Senate Bill 252 I certify that my company name is not on the Texas Comptrollers' list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as per the addition of Government Code Sec. 2252.152 from Senate Bill 252 from the 85(R) Legislative Session; Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. <input type="checkbox"/> I have read, understand and agree <i>(Required: Check if applicable)</i>
----------------	--

2 8	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "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. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input type="checkbox"/> I have read, understand and agree <i>(Required: Check if applicable)</i>
----------------	---

2 9	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input type="checkbox"/> I have read, understand and agree <i>(Required: Check if applicable)</i>
----------------	--

30 **Abortion Prohibition**

Texas Government Code §2273.003 prohibits certain transactions between a governmental entity and an abortion provider or affiliate of the provider. Vendor certifies to City that it is not an abortion provider or affiliate of an abortion provider.

I have read, understand and agree
(Required: Check if applicable)

31 **Firearm And Ammunition Industry Discrimination Prohibition**

Pursuant to Texas Government Code § 2274 (Acts 2021, 87th Leg., Ch. 530, § 1), Vendor certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearms trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

I have read, understand and agree
(Required: Check if applicable)

32 **Energy Company Boycott Prohibition**

Pursuant to Texas Government Code § 2274 (Acts 2021, 87th Leg., Ch. 529, § 2), Vendor certifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

I have read, understand and agree
(Required: Check if applicable)

33 **Collective Bargaining Provision**

Texas Government Code §2269.0541 does not allow a governmental entity awarding a public work contract to prohibit, require, discourage, or encourage a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to the project.

I have read, understand and agree
(Required: Check if applicable)

3
4 **Communication Prohibition**

All questions concerning this procurement solicitation must be directed to the Buyer of record.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one vendor secures or attempts to secure an unfair advantage over another vendor or creates a situation where there is an appearance of impropriety in contacts between the vendor or vendor's agent or vendor's contractor or vendor's consultant and City officials.

After release of the bid or proposal, no officer, employee, agent or representative of the vendor shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this bid project, except as herein provided.

Contacts by the vendor with City staff when such contacts do not pertain to this proposal are exempt from this provision. Examples include:

- Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity
- Contact made to conduct business with the City of Carrollton or City of Carrollton programs, unrelated to this bid or proposal
- Presentations and/or responses to inquiries initiated by City Staff

and if a representative of the vendor has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the bid or proposal submission.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a vendor being disqualified from the process.

I have read, understand and agree
(Required: Check if applicable)

3
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I have read, understand and agree
(Required: Check if applicable)

3
6 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Bidders receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

I have read, understand and agree
(Required: Check if applicable)

3 7	Applicable Law and Open Records Policy <b style="color: red; text-align: center;">APPLICABLE LAW AND OPEN RECORDS POLICY <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	---

3 8	Applicable Law The Contract is entered into subject to the Carrollton City Charter, ordinances, and policies of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Vendor will make any and all reports required per federal, state, or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Vendor's income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.
----------------	---

3 9	Controlling Law & Venue The parties to this contract agree and covenant that the laws of the state of Texas shall control any dispute between the parties arising out of or related to this contract, and the venue of any dispute will be and remain in Dallas County, Texas.
----------------	--

4 0	Open Records Policy City of Carrollton is a governmental body subject to the Texas Public Information Act, Texas Govt. Code Chapter 552. Responses submitted to City of Carrollton as a result of this proposal may be subject to release as public information after contracts are executed or the procurement is terminated. If a Bidder believes that its response, or parts of its response, may be exempted from disclosure under Texas State law, the Bidder must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Bidder must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. The City of Carrollton assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Bidder(s). Bidder waives any claim(s) against and releases from liability City of Carrollton, its officers, employees, agents, and attorneys with respect to disclosure of information provided in its responses to this proposal and determined by the Attorney General or court of law to be subject to disclosure under the Texas Public information Act. <input type="checkbox"/> I have read, understand and agree <i>(Required: Check if applicable)</i>
----------------	--

4 1	Sealed Packet Miscellaneous Provisions <b style="color: red; text-align: center;">SEALED PACKET MISCELLANEOUS PROVISIONS
----------------	--

4
2 **Vendor's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located;

or

(2) a state in which the nonresident is a resident manufacturer." Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Primary Company TX Resident Primary Company Not TX Resident but Employs 500+

Primary Company Not TX Resident

(Required: Check only one)

4
3 **Furnishing of Supplies and Equipment**

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/RFP, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this RFP/bid.

I have read, understand and agree.

(Required: Check if applicable)

4
4 **Interlocal Cooperation**

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Carrollton. The City of Carrollton is a participating member of the Collin County Governmental Purchasers Forum. As such, the City of Carrollton has executed an interlocal agreement with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price to any other participant in the forum.

I agree. I do not agree.

(Required: Check only one)

45 Compliance with or Variation from Specifications
Compliance with or variation from the specifications must be noted as to each item on the specification sheet. All variations from the specifications must be noted on the bid form.

46 Tax Exempt
The City of Carrollton is tax exempt from state and local sales taxes, and a tax-exempt certificate will be provided to the awarded Vendor. No state or local sales taxes should be charged to the city for products or services in compliance with this contract.

47 Vendor Information
VENDOR INFORMATION

48 Bid Responder's Name

(Required: Maximum 1000 characters allowed)

49 Bid Responder's Title

(Required: Maximum 1000 characters allowed)

50 Mailing Address (street, city, state, zip code)

(Required: Maximum 1000 characters allowed)

51 Phone number
(____) _____ - _____ ext: _____
(Required)

52 Email Address

(Required: Email address)

53 Company Website URL

(Optional: Enter URL)

54 Payables Contact Information
CONTACT INFORMATION FOR PAYABLES

55 Payables Contact Name

(Required: Maximum 1000 characters allowed)

56 Payables Address (street, city, state, zip code)

(Required: Maximum 1000 characters allowed)

57 Payables Phone

(____) _____ - _____ ext: _____

(Required)

58 Payables Fax Number

(____) _____ - _____ ext: _____

(Optional)

59 Payables Email Address

(Required: Email address)

60 HUB Vendor Status

HUB Vendors (Historically Underutilized Business) are Vendors whose company is owned by either a minority or woman. Please indicate if you are a HUB vendor as noted in the Texas bid statute: <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>.

If you indicated as a HUB vendor, please attach a copy of the certificate to the "Response Attachments" tab.

Yes No

(Required: Check only one)

61 HUB Vendor Status pt. 2

If indicated "yes" in the attribute above, please attach certification to the "Response Attachments" tab.

62 REFERENCES

REFERENCES

Please provide **at least three references** , preferably governments, individual or companies that have used your services **within the last year**.

This section must be completed and is required as a part of this proposal.

63 Reference 1

REFERENCE 1

6 4	Reference 1 Contact Person's Name
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

6 5	Reference 1 Contact Person's Place of Business
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

6 6	Reference 1 Address: Street, City, State, Zip Code
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

6 7	Reference 1 Phone Number
	<input type="text" value="(____) ____ - ____"/> ext: <input type="text"/>

(Required)

6 8	Reference 1 Email
	<input type="text"/>

(Required: Email address)

6 9	Reference 1 Description of Services
	Describe the services performed and the completion date of the project.
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<i>(Required: Maximum 4000 characters allowed)</i>

7 0	Reference 2
	REFERENCE 2

7 1	Reference 2 Contact Person's Name
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

**7
2** Reference 2 Contact Person's Place of Business

(Required: Maximum 1000 characters allowed)

**7
3** Reference 2 Address: Street, City, State, Zip Code

(Required: Maximum 1000 characters allowed)

**7
4** Reference 2 Phone Number

(____) _____ - _____ ext: _____

(Required)

**7
5** Reference 2 Email

(Required: Email address)

**7
6** Reference 2 Description of Services

Describe the services performed and the completion date of the project.

(Required: Maximum 4000 characters allowed)

**7
7** Reference 3
REFERENCE 3

**7
8** Reference 3 Contact Person's Name

(Required: Maximum 1000 characters allowed)

**7
9** Reference 3 Contact Person's Place of Business

(Required: Maximum 1000 characters allowed)

80	Reference 3 Address: Street, City, State, Zip Code
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

81	Reference 3 Phone Number
	<input type="text" value="(____) _____ - _____"/> ext: <input type="text"/>
<i>(Required)</i>	

82	Reference 3 Email
	<input type="text"/>
<i>(Required: Email address)</i>	

83	Reference 3 Description of Services
	Describe the services performed and the completion date of the project.
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	<i>(Required: Maximum 4000 characters allowed)</i>

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature