CITY OF FORNEY

REQUEST FOR PROPOSALS

Proposal Reference Number: OP-2020-03

Project Title: UNIFIED COMMUNICATIONS SYSTEM REPLACEMENT

Proposal Closing Date: October 13, 2020, 2:00 p.m. CST

DO NOT DELIVER IN PERSON ALL PROPOSALS SHOULD BE ELECTRONICALLY SUBMITTED BY CLOSING DATE TO: bidsubmission@forneytx.gov
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City of Forney, Texas
Request for Proposals

1. Introduction
   A. Project Overview: The City of Forney 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. Contract parties: The City of Forney, may herein be referred to as “the City.” The person or company responding to the solicitation may herein be referred to as the “Proposers.”
   
   C. Questions: Following are contacts for questions as identified.
      
      i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Manager identified in section 2 below.
      
      ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact persons noted in Appendix A – Scope of Services.
      
      iii. Replies: Responses to inquiries which 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 prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
      
      iv. Acknowledgement of Addenda: The Proposers must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
   
   D. Notification of Errors or Omissions: 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 obviously erroneous.
   
   E. Conflict of Interest Questionnaire (Form CIQ): 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.
   
   F. Form 1295 Certificate of Interested Parties: 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 creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

2. General Information
   A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
B. **Public Inspection of Proposals:** 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 Proposers 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, in accordance with 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.

3. **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 prior to 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.

4. **Proposal Submittal Requirements**
   A. **Submittal Packet – Required Content:** All proposals must be physically submitted.
   B. **Submittal Deadline:** The deadline for submittal of Proposals shall be as identified in Appendix B-Proposal. It is the Proposers’ responsibility to have the Proposal Documents correctly physically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
   C. **Proposals Received Late:** Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded with Purchasing Manager or designated receiver 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.
   D. **Alterations or Withdrawals of Proposal Document:** Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposers after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.
   E. **Proposal Document Format:** 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 physical submissions. Any other format (via telephone, fax, email, etc.) will be rejected by the City at its discretion.
   F. **Validity Period:** Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such 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.

5. **Proposal Evaluation and Contract Award**
   A. **Proposal Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with 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 provide the goods or services at the best value for the municipality. In determining best value, the municipality may weigh and consider the purchase price, the reputation of the Proposers and of the Proposers’ goods or services; the quality of the Proposers’ goods or service, the extent to which the goods and service meet the municipality’s needs; the past relationship with the municipality, the total long-term cost to the municipality to acquire the Proposers’ goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposers. Should the City award this contract, it shall award it to the responsible Proposers whose proposal is determined to be the most advantageous to the municipality.
considering the relative importance of price and the other evaluation factors included in the request for proposals.

B. **Completeness:** 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 Proposers or waived by the City, such that the Proposal may be considered for award.

C. **Ambiguity:** Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposers 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. **Unit Prices and Extensions:** If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposers will be bound thereby.

E. **Additional Information:** City may request any other information necessary to determine Proposers’ ability to meet the minimum standards required by this RFP.

F. **Partial Contract Award:** 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 any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.

G. **Terminate for Cause:** The occurrence of any one or more of the following events will justify termination of the contract by the City of Forney for cause:

   i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or

   ii) The successful Proposer violates any of the provisions of these specifications; or

   iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or

   iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

   v) If one or more of the events identified in Subparagraphs G. i) through iv) occurs, the City of Forney 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 loss of anticipated profits or revenue or other economic loss resulting from such termination.

   vi) When the contract has been so terminated by the City of Forney, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

H. **Terminate for Convenience:** This contract may be cancelled or terminated at any time by giving the successful Proposer thirty (30) days written notice. The successful Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.
Appendix A – Scope of Services

1. **Project Title:** UNIFIED COMMUNICATIONS SYSTEM REPLACEMENT

2. **Scope of Services Contact**

   Questions about the technical nature of the Scope of Services, etc. may be directed to Neil Cardwell, Phone: (972) 564-7314, e-mail: ncardwell@forneytx.gov.

3. **Special Conditions**

   The following special conditions shall prevail over areas of conflict in previous pages:

   The City requests the opportunity to negotiate for the addition or removal of proposed services, including ad-hoc features and services.

   Any work outside the scope of this contract requires pricing and advance approval, in writing, of said work by the City Manager or his/her designee.

4. **Proposal Evaluation Factors**

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<tr>
<th>Emphasis</th>
<th>Factor</th>
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<tbody>
<tr>
<td>40%</td>
<td>Purchase price, including the total long-term cost to the municipality to acquire the Proposer’s goods or services</td>
</tr>
<tr>
<td>20%</td>
<td>Proposer’s Experience, including reputation of the Proposer, reputation of the Proposers’ goods or services.</td>
</tr>
<tr>
<td>30%</td>
<td>Proposer’s Ability, including the quality of the Proposers’ goods or services and the extent to which the goods and services meet the municipality’s needs.</td>
</tr>
<tr>
<td>10%</td>
<td>Past Experience with City, including the Proposer’s past relationship with the municipality and demonstrated reliability to meet contractual obligations with current and prior customers.</td>
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5. **Brand Manufacture Reference**

   The City has determined that any manufacturer’s brand defined in the Scope of Services meets the City’s product and support need. The manufacturer’s reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer’s brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City’s product and support needs.

6. **Key Events Schedule**

   - Proposal Release Date: September 16, 2020
   - Deadline for Submittal of Written Questions: October 6, 2020
   - Sealed Proposals Due e-mailed to City: October 13, 2020, 2:00 p.m. CST
   - Anticipated City Review and Scoring: October 14, 2020
   - Anticipated Award Date: October 21, 2020
   - Project Completion: No later than Dec 30, 2020

7. **Scope of Services**
SCOPE AND INTENT

The City is seeking to fully replace our current IP PBX with an end-to-end solution providing, in summary,

- Project Management (including third-party vendor/telco coordination)
- Internal/External IP-Based Unified Communications Platform
- Installation, deployment, and documentation of all necessary system(s)
- Training and Post-Deployment Support

The successful Proposer shall furnish all labor, equipment, tools, services, skills, etc. required to install, deploy, and maintain the selected system throughout the contract period. Post-Deployment support shall consist of 365 x 24 x 7 support of all system components and services for the duration of the support contract period.

BACKGROUND

The City is looking to replace an existing IP-PBX to improve communication and prepare for system expansion. There is also a special emphasis on remote PBX capabilities to facilitate telework and remote conferencing. The City currently has approximately 200 employees, served by a dual-site Allworx Connect 731 platform. The current system consists of, but is not limited to; ring groups, agent queues, voicemail to email, Allworx Verge 9312 handsets, assorted headset configurations, Allworx Interact desktop application, and user defined audio recording capabilities. The current ingress is a single emulated PRI at each site on that AT&T ipFlex system. Each site is licensed for 23 call paths, the selected vendor will be required to coordinate with the City and AT&T to migrate to the IP SIP circuit that is available on the ipFlex platform.

The City is primarily a Microsoft OS environment, including a multi-level Windows domain and hybrid Exchange Online/On-Premise environment. The City network consist of a layer 2/3 mixed WAN configuration spanning multiple facilities within the city limits of the City of Forney. The current network configuration consists of fiber, wireless, and different ISP backhauls; select sites employ VPN encryption. The City is primarily a Dell server compute environment supporting a VMWare ESXi platform.

KEY EVENT SCHEDULE

Proposals Due: October 13, 2020, 2:00 p.m. CST
No in person Bid-Opening. Bid Tabulation will be posted to the City Website
Evaluation of proposals: October 14, 2020

*No Pre-Proposal Meeting will take place. However, it is strongly encouraged that potential Proposers familiarize themselves with the locations and proposal requirements prior to submission of a proposal.

GENERAL REQUIREMENTS:

1) Requesting proposals for complete end-to-end, turnkey, replacement of an existing IP/PBX.

2) The selected prosper should provide both a 1 year annual maintenance contract option along with a 5 year option

3) The successful Proposer shall not transfer or assign these installation or maintenance responsibilities to others without prior written consent of the Director of Operations or designated representative.

4) The successful Proposer shall comply with all applicable governmental laws and regulations that may affect cost, progress, performance or work.

5) The City shall not be liable for any loss or damage sustained by the successful Proposer. The successful Proposer shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorneys’ fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and the
protection of any kind and all persons and/or property located adjacent to or making passage through the work site.

6) The successful Proposer shall not operate nor cause to be operated any piece of equipment that has had the appropriate safety switches or guards broken, removed or lost on any City property.

7) **The successful Proposer must provide a valid telephone number and address at all times to the Director of Operations or designated representative.** The telephone number must be answered during normal working days, at least to take a message.

8) The successful Proposer shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful Proposers’ employees or agents.

9) A submitted Proposal constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Proposal.

10) The successful Proposer will be responsible for any damages to property or equipment damaged during the course of work outlined in the Request for Proposals due to negligence on the part of the Proposer or any of his representatives. Any damage to the properties is to be reported immediately to the City department representative.

11) Work covered shall be performed by a single firm experienced in telephony and all related technologies. Further subcontracting cannot be done without the written permission of the Director of Operations or designee.

12) The successful Proposer shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of the contract. A competent and experienced supervisor/foreman must be with each work group at all times.

13) All work must be completed during normal business hours unless prior written authorization by the Director of Operations or his/her designee.

14) No work shall interfere with current daily communication system capabilities without prior written authorization by the Director of Operations or his/her designee.

15) The Proposer must maintain acceptable project documentation throughout the duration of said project and must hand over said documentation at project closure.

16) The Proposer shall designate a single Project Manager/Point of Contact for the coordinating all work with City staff.

17) End user devices (i.e., handsets) will not be included in the service warranty. The City will accept standard manufactures warranty for all end-user devices.

18) Handset and generic SIP device counts will be released in an Addendum to the RFP during the question asking period.

19) The successful Proposer shall provide the initial one (1) years (365 days) of support or contract an acceptable third-party to provide such support listed below. This period shall begin after project closure documents are signed by the City.

   a) A direct phone number for 365x24x7 support.
   b) City accessible ticketing system for tracking all reported issues.
   c) 1 hour call-back and initial diagnosis on a 365x24x7 basis.
   d) 4 hour on-site break/fix support for all back-end components on a 365x24x7 basis.
GENERAL SPECIFICATIONS:

A turnkey solution is required, including the following:

- **Project Management** – A single designated person to coordinate all efforts and provide routine updates.
- **Vendor Coordination** – Direct participation in communication with all third-party vendors and telco (AT&T).
- **Site Survey** – Determine the availability of space, power, and all other needs to stand-up new system.
- **On-Site Installation** – Full back and front-end connection, configuration, testing and training.
- **Documentation** – A full system/network diagram (at the discretion of the Director of Technology or his/her designee) will be required prior to project close.

**Required System Features:**

1) The core backend systems should reside solely within City infrastructure. Auxillary functions, such as conferencing, may be hosted (not preferred) where necessary.

2) Multi-site, redundant, telephony configuration, including inbound/outbound PSTN failover.

3) Support for up to fifty (50) concurrent PSTN calls between both sites.

4) A session border controller, or other border security device, is required between PBX and Teleco.

5) Minimum of six hundred (600) user max capacity. (Initial licensing at current user count plus 10)

6) Must support call queueing and related features (i.e., DTMF menus, custom audio recordings, etc.).

7) Must support DTMF auto attendants (IVR option preferred).

8) Full feature audio/video/screen share conferencing, available both inside and outside of corporate network.

9) Support for small to medium sized conference room audio/video (integrated into existing video sources).

10) Capable of easy detailed call accounting reports (i.e., number of calls in/out, queue agent stats., etc.).

11) Support for soft phone over corporate network, internet, and VPN.

12) Minimum of ten (10) years manufacturer scheduled life-cycle from date of project close.

13) Vendor must also assist City in coordination with AT&T on transition from our emulated PRI on the ipFlex system to to using the IP SIP handoff

**Optional/Preferred Features:**

1) Physical appliances or dedicated physical servers preferred. (If physical servers required please separate out in quote to allow for city to consider purchase of hardware separate from this proposal)

2) Multiple handset models preferred (i.e., full feature desk phone and small wall mountable unit).

3) Video capable desk phones.

4) Prefer simple handset registration, both inside and outside of corporate network, using extension and PIN.

5) The ability to create multiple unique dialing plans (i.e., 4-digit, 5-digit, etc.).
6) One thousand (1,000) minimum internal extensions
7) Simple call forwarding and/or simul-ring to PSTN numbers via handset programming.
8) Analog or IP faxing integration with Multi-Function Printers.
9) Call recording capability for all users at the handset and/or softphone.
10) Flat pricing software renewal and user/handset licensing preferred.
11) Third-party SIP device compatibility.
12) Direct integration with Skype for Business Desktop Presence

Special Instructions:

- If user and/or handset licensing exists, you must propose 10% additional license capacity above current demand.
- Provide an alternate pricing sheet for all licenses and/or ‘add-on’ features not already included in proposal.
- All licensed features included in proposal should be notated as such, and included the ‘per unit’ costs for add-ons under this project.

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

_____ Appendix B must be included in the proposal submittal
_____ Appendix C Conflict of Interest Form must be included in the proposal submittal.
_____ Appendix D No Intent to Submit Proposal (if applicable)
_____ Form 1295 Certificate of Interested Party must be submitted with the Texas Ethics Commission and included in the proposal submittal.
_____ Confidentiality/Non-Disclosure Agreement
_____ Cooperative Governmental Purchasing Notice
<table>
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<th>RFP Number:</th>
<th>OP-2020-03</th>
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<tbody>
<tr>
<td>Project Title:</td>
<td>UNIFIED COMMUNICATION SYSTEM REPLACEMENT</td>
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<tr>
<td>Submittal Deadline:</td>
<td>October 13, 2020, 2:00 p.m. CST</td>
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<tr>
<td>Proposer(s)’s Legal Name:</td>
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<td>Address:</td>
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<td>City, State &amp; Zip:</td>
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<td>Fax Number:</td>
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<td>E-Mail Address:</td>
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**Proposer(s) Authorization**

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(s).

Printed Name and Position of Authorized Representative: ________________________________

Signature of Authorized Representative: ________________________________

Signed this ________ (day) of ____________ (month), ________ (year)
1. **REQUIRED PROPOSAL INFORMATION**. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER(S) MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. **Proposed Products and/or Services**
   A. **Product or Service Description**: Proposer should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

   B. **Additional Hardware Descriptions**: Proposer should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

   C. **Guarantees and Warranties**: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

   D. **Project Schedule/Delivery Date**: 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**: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

   B. **Schedule of Pricing**: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

   Mowing and Landscape (Maintenance Only) – Monthly Fee: _________________

   Fertilization – As Needed Fee: _________________

3. **Term of Contract and Option to Extend**
   Any contract resulting from this RFP shall be effective **for one (1) year from date of project completion**. The following clauses shall be included in the contract:

   A. **Option Clause**: It is agreed that City will have the option to extend the contract for up to two (5) additional 1yr annual terms. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year term. 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.

   B. **Escalation Clause**: Should market conditions prevail which dictate an increase, the successful Proposer 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 solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

   Proposer 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. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of 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.

C. **Price Increases Upon Extension:** If approved by the City, the Proposer shall modify the rates charged by the Proposer to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Proposer’s rates. City cannot exercise the Option to Extend with any price increases unless the Proposer completes the section of the Quote requesting anticipated percentage of annual escalation.

4. **Proposer’s Experience / Staff**

A. **Project Team:** 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. **Employee Standards:** All employees working on this RFP must be able to pass a background to gain entry into secure areas of the facilities and to maintain the integrity of the Surety Bond.

C. **Removal or Replacement of Staff:** If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

D. **Business Establishment:** 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 present, must be provided;

State the number of years’ experience the business has:_________; and the number of employees:_______.

E. **Project Related Experience:** All Proposals must include detailed information that details the Proposer’s experience and expertise in providing the requested services that demonstrates the Proposer’s ability to logically plan and complete the requested project.

F. **Confidentiality/Non-Disclosure Agreement:** The Proposer shall attach to its proposal, it’s recommended confidentiality and non-disclosure agreement that will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the city in locations where Proposer may have access. A successful Proposer shall be required to modify any such agreements so that they are applicable to Proposer’s business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the City Attorney’s Office.
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:

<table>
<thead>
<tr>
<th>Client / Company Name:</th>
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<tbody>
<tr>
<td>Contact Name:</td>
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<td>Phone:</td>
<td>Email:</td>
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<tr>
<td>Date and Scope of Work Provided:</td>
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<td>Email:</td>
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<td>Date and Scope of Work Provided:</td>
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</table>
6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Proposers 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: # _______ - _______ - _______.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Forney to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the Proposer’s emergency contact information remains current. City shall be provided in writing with any change to a contact name or phone number of these emergency contacts.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The Proposer shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Forney procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The Proposer shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: ________________________________________________________________

Contract #: ________________________________________________________________

Description: ________________________________________________________________

Primary Contact (Name): ______________________________________________________

Primary Contact Phone Numbers: Home: ________________ Cell: ________________

Secondary Contact (Name): ____________________________________________________

Secondary Contact Phone Numbers: Home: ________________ Cell: ________________

After Hours emergency opening fee, if applicable: $ ________________
II. 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. Payment Terms: 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 invoice.
   
   B. Warranty of Products and Services: 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 in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
   
   C. Late Delivery or Performance: 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. Title to Goods and Risk of Loss: 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 actually 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. Independent Contractor: 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. Assignments: 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. Liens: Proposer shall indemnify and save harmless the City against any and all 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. Gratuities / Bribes: 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, with respect to 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. Financial Participation: 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. Required Licenses: 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. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

   H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly
3. **Financial Responsibility Provisions**

   A. **Insurance:** 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:

   i. 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;

   ii. 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;

   iii. 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. **Indemnification:** 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.
GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF FORNEY, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the proposed contractor, contractor, or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City of Forney unless otherwise agreed to by a specifically executed provision within the contract, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. **Application.** This Governmental CONTRACT AND PURCHASING Rider (Governmental Rider) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (Contract) (attached hereto) of (Vendor Name), (Vendor). The Contact involved in this Governmental Rider is described as follows:

   (Contract Description)

2. **Payment Provisions.** The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

3. **Multiyear Contracts.** If the City Council for the City does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

4. **Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received and would otherwise constitute the best bid. In the exercise of this option, the City hereby determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

5. **No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex-parte communication (e.g., unsolicited) initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 p.m. on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

6. **Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes
the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

6. Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

7. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

8. Annual Vendor Performance Review. The City reserves the right to review the Vendor’s performance at the end of each twelve-month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

9. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the City with satisfactory proof of compliance within 10 days of the execution of any contract with the City is void.

10. Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

11. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it (1) limits or releases either party from liability that would exist by law in the absence of the provision, (2) creates liability for either party that would not exist by law in the absence of the provision, or (3) waives or limits either party’s rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

12. Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys’ fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Vendor, its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or subcontractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City’s workers’ compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force
and effect. City specifically reserves the right to reject any and all Vendor’s employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City’s workplace.

13. **Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City’s request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

14. **Confidentiality.** Any provision in the Contract that attempts to prevent the City’s disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

15. **Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

16. **Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.61 and 16.070, Texas Civil Practice and Remedies Code)

17. **Sovereign Immunity.** Any provision of the Contract that seeks to waive the City’s immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

18. **Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Kaufman County, Texas.

19. **Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party’s right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

20. **Certificate of Interested Parties (TEC Form 1295).** For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295, pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form may prohibit the City from entering the Contract.

21. **Anti-Boycott Israel Verification.** In accordance with Chapter 2270, Texas Government Code, a 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.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.
Executed this the _____ day of _____________________, 20____.

CITY OF FORNEY, TEXAS

__________________________________________
Vendor

__________________________________________
Anthony Carson, City Manager

Print: ________________________________
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:

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4B development corporations;
5. The executive directors or managers of 4B development corporations; and
6. Directors of the City of Forney who have authority to sign contracts on behalf of 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](http://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:

1. 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
2. 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 CIQ 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.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

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.)

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.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007
Appendix D – No Intent to Submit Proposal

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

City of Forney
Purchasing Division, Department of Finance
PO Box 826
Forney, Texas 75126

Please check all items that apply:

- Do not sell the item(s) required
- Cannot be competitive
- Cannot meet specifications highlighted in the attached request
- Job too large
- Do not wish to do business with the City of Forney
- Cannot submit electronically
- Cannot provide Insurance required
- Cannot provide Bonding required
- Cannot comply with Indemnification requirement
- Job too small
- Other: ______________________

Company Name (Please print): ________________________________

Authorized Officer Name (Please print): ________________________________

Telephone: (____)_____________  Fax: (____)_____________