



REQUEST FOR PROPOSAL

PROPOSAL FOR: DARK FIBER PURCHASE & MANAGED SERVICES

PROPOSAL DUE DATE: October 3rd, 2019

PROPOSAL DUE TIME: 3:00 PM CST

CONTACT: Jason Power, Director of Information Technology
 E-mail: jpower@westlake-tx.org
 Telephone: 817-490-5750, Fax: 817-430-1812

Sealed Proposals, an **ORIGINAL PLUS TWO COPIES**, subject to the Terms and Conditions of this REQUEST FOR PROPOSAL and other contract provisions, will be received by the **Information Technology Director at 1500 Solana Blvd., Building 7, Suite 7200, Westlake, TX, 76262**, before the closing time and date shown above. **Proposals must be returned in a sealed envelope, addressed to the Director of Information Technology, Town of Westlake and have the closing date and company name clearly marked on the outside envelope.** Proposals may be withdrawn at any time prior to the official opening. Proposals may not be altered, amended, or withdrawn after the official opening without the recommendation and approval of the Director of Information Technology. The undersigned agrees if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be ninety calendar days.

THE UNDERSIGNED, BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN. BY SIGNING BELOW, YOU ALSO CERTIFY THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE PROPOSING VENDOR, THE VENDOR QUALIFIES AS A TEXAS “RESIDENT BIDDER” AS DEFINED IN RULE 1 TAC 111.2.

Company Name and Address	Company’s Authorized Agent:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date
Fax No.	Email address:

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I. PURPOSE

The Town of Westlake, TX (hereafter referred to as “the Town”) is requesting sealed proposals from qualified Dedicated Internet Access Vendors to provide Dark Fiber (at minimum a 10GB Private Dedicated Network) at four (4) designated Node locations utilizing the Town duct bank. The scope of this bid will include, but is not limited to: design specifications, implementation plan, and a pre- and post-implementation support plan. Your proposal will also need to include the hardware to light-up the four (4) Node locations and Managed Services, as the Town will not be managing ourselves.

A Request for Proposal (RFP) is being issued in lieu of an Invitation to Bid (ITB) due to the specialized nature of the Scope of Work for this project.

II. BACKGROUND

The Town currently utilizes a variety of methods to connect various offices and buildings. For reasons of reliability and standardization, the Town wishes to create a redundant fiber network between its Town Offices utilizing the Town duct bank. The specific Node locations are listed in *Attachment A*.

III. SCOPE OF SERVICES

A new Dark Fiber based infrastructure will allow the Town to expand its Wide Area Network (WAN) with a common and stable infrastructure. Vendors shall furnish all labor, tools, materials and equipment for the completion of all work as specified and utilize the Town duct bank.

Proposals will only be accepted from vendors that can provide Direct Internet Access and own their own Network Operations Center.

A. TECHNICAL REQUIREMENTS (10G Private Dedicated Network)

- A Connection is considered two direct, unlit, non-routed segments/strands of single-mode fiber.
- Fiber Optic Terminations should be SC.
- Fiber cable may be jumpered at any distribution point as necessary, but will not connect to any routing, terminating, re-transmitting, or other electronic monitor equipment.
- Fiber shall be installed in the Town duct bank
- Town will be purchasing the equipment to light the fiber pairs.

B. REFERENCES

Vendors shall complete and return *Attachment C*. with their proposal submission. Vendors shall utilize this form to provide references of at least three (3) government accounts that your company has provided fiber services for. Accounts are preferred to be government or educational accounts of a similar size and nature.

IV. PROPOSAL REQUIREMENTS

The Vendor is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Vendor has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Vendor shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the Town of Westlake. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal. Proposals shall be signed by an authorized representative of the Vendor.

The Vendor is asked to address each evaluation criteria contained in *Section X. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the Town may properly evaluate the firm's capabilities to provide the required services.

The Vendor should include in their Proposal the following:

- A. Cover Sheet** – A completed Proposal Cover Sheet which is the first page of this RFP.
- B. Table of Contents** – All pages are to be numbered.
- C. Introduction** – Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
- D. Proposal** – Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the Proposal should be contained in that single volume. The Proposal submitted by Vendor shall include at a minimum, the following:

1. Solution Description

- Written and Visual description of the proposed solutions. Should the Vendor solutions differ from the described scope of work, please provide the rationale for the altered design that describes better stability, greater flexibility, increased scalability, etc.
- Complete technical specifications for each Node location including length of connection and descriptions of materials use by the Vendor (data spec sheets are fine).
- Proposed construction schedule and implementation plan.

2. **Vendor Requirements and Expectations.** This should be a clearly defined list of requirements and expectations from Vendor for fiber installation at least including:

- Where the fiber enters the location.
- How far into the location the Vendor will pull cable.
- Responsibility (procurement, installation, and maintenance) allocation for equipment (breakout boxes, patch panels, inner duct, etc.).
- Test and acceptance process for connections.

3. **Service Level Agreement.** This should include:

- What level of support is included in the contract.
- Support availability.
- Escalation process.
- Specific service levels for call back time, time on site, time to completion, etc.
- Any costs that could be incurred by the Town for regular or after hours/weekend support work.
- Maintenance process and notification process.

4. **Referrals.**

- Provide three (3) customers with whom you have provided fiber services within the past two (2) years. These references should be able to confirm the Vendor's ability to install and maintain fiber facilities.

V. GENERAL TERMS & CONDITIONS FOR THE TOWN OF WESTLAKE, TX

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing Functions for the Town of Westlake (Town) and any revisions thereto, which are hereby incorporated into this contract in their entirety. You can learn more about Purchasing Functions at www.westlake-tx.org/42/purchasing.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Texas and any litigation with respect thereto shall be brought in the courts of the State of Texas. The Vendor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their Proposal, Vendors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, and the Americans With Disabilities Act.

In every contract over \$25,000 the provisions below apply:

1. During the performance of this contract, the Vendor agrees as follows:
 - a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Town does not discriminate against small and minority businesses or faith-based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their Proposal, Vendors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their Proposals, Vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their Proposals, Vendors certify that they are not currently debarred by the State of Texas from submitting Proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the Vendor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of action it may now have or hereafter

acquire under the antitrust laws of the United States and the State of Texas, relating to the particular goods or services purchased or acquired by the Town under said contract.

MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. (For Invitation For Bids (ITB):) Failure to submit a Proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Proposal may be cause for rejection of the Proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal as nonresponsive. As a precondition to its acceptance, the Town may, in its sole discretion, request that the Vendor withdraw or modify nonresponsive portions of a Proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals (RFP):) Failure to submit a Proposal on the form provided, (if provided) shall be a cause for rejection of the Proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the Proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No Vendor shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the Town of Westlake's web site and/or authorized by the Town of Westlake's Delegated Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the Vendor by the Town of Westlake.

CLARIFICATION OF TERMS: If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor should in writing, contact the person whose name appears on the face of this solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Vendor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number and federal employer identification number.
 - b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Vendor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Texas Debt Collection Act.
- e. Corporations shall provide the Town with a Federal Employer Identification number, prior to receiving any payment from the Town.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A Vendor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the Town of its prompt payment obligations with respect to those charges which are not in dispute.

2. Subcontractors:

- a. A Vendor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Vendor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Town and the subcontractor(s), in writing, of the Vendor's intention to withhold payment and the reason.
- b. The Vendor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Vendor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary Vendor. A Vendor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF VENDORS: The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The Town further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the Town that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Vendor in whole or in part without the written consent of the Town.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Town may order changes within the general scope of the contract at any time by written notice to the Vendor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Vendor shall comply with the notice upon receipt. The Vendor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Town may have.

CANCELLATION OF THE CONTRACT: The Town may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days (30) advance written notice to the Vendor. In the event of such termination the Vendor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the Town of Westlake are normally exempt from State sales tax.

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the

purpose intended, shall be accepted. The Vendor is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Proposal nonresponsive. Unless the Vendor clearly indicates in its Proposal that the product offered is an “equal” product, such Proposal will be considered to offer the brand name product referenced in the solicitation. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their Proposal, all Vendors certify and warrant that the price offered for Free On Board destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a Proposal under this solicitation, the Vendor certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance. The Vendor further certifies that the Vendor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Texas.

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Westlake Town Council and are null and void in the event of non-appropriation by the Town Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the Town.

SELECTION PROCESS/AWARD: The decision to award a contract as a result of this solicitation will be made by the Westlake Town Council and will not be publicly posted. Bid tabs are made available on request.

PROPOSAL ACCEPTANCE PERIOD: Any Proposal resulting from this solicitation shall be valid for thirty (30) days. At the end of the thirty (30) days the Proposal may be withdrawn at the written request of the Vendor. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The Town shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the Town. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Town.

DRUG-FREE WORKPLACE: During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every contract or purchase order of over \$25,000, so that the provisions will be binding upon each subcontractor or Vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the Town shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the Town of Westlake or the State of Texas. The Vendor must have all necessary licenses to perform the services in Texas and, if practicing as a corporation, be authorized to do business in the State of Texas.

LIABILITY AND LITIGATION: The Town shall not indemnify or hold harmless any Vendor or other third party. The Town does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The Town does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The Town shall not be liable to Vendor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

FORMS 1295 AND 2270 (REQUIRED): To ensure compliance with Texas Government code 2252.908, Form 1295 (Disclosure of Interested Parties) and code 2270.002, Form 2270 (Verification of No Boycotting of Israel), the Town of Westlake requires both forms be filled out and submitted for this solicitation. Any proposals submitted without completed 1295 and 2270 forms will be disqualified.

VI. INSURANCE REQUIREMENTS

Vendors shall complete and return *Attachment B. Insurance Requirements Form* with their Proposal.

VII. INSTRUCTIONS TO VENDORS

All Proposals must be in a sealed envelope or box and clearly marked: “**Sealed Proposal: Town of Westlake Dark Fiber RFP**”. Proposals shall clearly indicate the legal name, address and telephone number of the Vendor (company, firm, partnership, or individual). All expenses for making proposal to the Town shall be borne by the Vendor.

Vendors shall provide one (1) original and two (2) identical paper copies of the Proposal documents. Additionally, Vendors shall provide one (1) identical electronic copy (on USB flash drive) of the Proposal documents.

The following documents fully completed and signed where appropriate are required to be returned:

- Bid Cover Sheet
- Attachment B Insurance Requirements Form
- Attachment C Reference List
- Attachment D Form 1295
- Attachment E Form 2270
- Signed Addenda, if applicable

Proposal documents shall be mailed or hand-delivered to the **Director of Information Technology, 1500 Solana Boulevard, Building 7 Suite 7200, Westlake, TX 76262**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted. Proposals shall be received no later than **Thursday, October 3rd, 2019 at 3:00pm Central Time**. Any Proposals received after this date and time will not be accepted. The Town of Westlake is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Vendor has the sole responsibility to have the Proposal received by the Director of Information Technology at the above address and by the above stated time and date.

All documents contained within the Proposal submission shall be completed in their entirety and signed and dated where required.



ATTACHMENT A. NODE LOCATIONS

1. 

Westlake Academy
2600 JT Ottinger Rd.
Westlake TX, 76262
2. 

Maintenance & Storage Facility
2900 Dove Rd.
Westlake, TX 76262
3. 

Fire EMS Station
2000 W Dove Rd.
Westlake, TX 76262
4. 

Westlake Townhall
1500 Solana Blvd.
Westlake, TX 76262



ATTACHMENT B: INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the Vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

- 1.) The Vendor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the State of Texas. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the Town of Westlake as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

- 2.) The Vendor will maintain workers' compensation coverage in compliance with the laws of the State of Texas. The coverage must have statutory limits and be with an insurer licensed to conduct business in the State of Texas. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the sub-contractor to be insured by a group self insurance association that is licensed by the Texas Department of Insurance. The Vendor will also carry employers liability insurance with a limit of at least \$500,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$500,000 bodily injury by disease each employee.

- 3.) The Vendor will maintain automobile liability insurance with limits of at least \$2,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the State of Texas. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance and endorsement to show evidence of coverage.

VENDOR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT C: REFERENCE LIST

Indicate below a listing of at least three (3) accounts that your company presently administers. Accounts are preferred to be government or education accounts of a similar size and nature.

Reference #1

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #2

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #3

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

****This document must be completed & returned with proposal submission.***



**ATTACHMENT D:
FORM 1295**

Statutory Declaration Regarding Exemption from Filing Form 1295

I, _____, of _____ and the sole general partner of _____, do hereby declare that:

_____ is a wholly owned subsidiary of _____.

2. _____ is a public company traded on NASDAQ under the symbol(s) _____.

3. As a result of changes to Form 1295 made effective on January 1, 2018, a Form 1295 is not required for "a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity. (Emphasis added.) See Texas Government Code §2252.908(c)(4). 4.

4. Pursuant to the foregoing, _____ as a wholly owned subsidiary of a public company is not required to submit a Form 1295.

Acknowledge by:

Name

Title

State of Texas

County of _____

PERSONALLY appeared before me _____ who executed and attested the execution of this document.

SWORN TO BEFORE ME this _____ day of _____, _____.

Notary Public

SEAL

My Commission Expires: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT E: FORM 2270

**Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270**

Contract identifier: _____

Department: _____

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name of Person: _____
Signing, Title, and
Company _____

Date signed: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public on this day personally appeared _____ (Name), on behalf of _____ (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this _____ day of _____, 20____.

NOTARY OF PUBLIC,
FOR THE STATE OF TEXAS

My Commission Expires:

Government Code § 2270.002. Provision Required in Contract

Effective: September 1, 2017

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 following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

****This document must be completed & returned with proposal submission.***