



**RFP #10-033-220-EA-050**

**Subject:** Coffee and Tea Services

**Due:** November 6, 2020 at 2:00 PM CST

**Submit Proposals to:**

**City of Cedar Park  
Finance Department  
450 Cypress Creek Road, Bldg. 1  
Cedar Park, Texas 78613**

**City of Cedar Park  
450 Cypress Creek Rd. Bldg. 1  
Cedar Park Texas 78613**

TABLE OF CONTENTS

1. Standard Terms and Conditions .....	3
2. Special Conditions	
2.1 Insurance.....	8
2.2 Damage Provisions.....	9
2.3 Proposal Terms.....	9
2.4 Evaluation Criteria.....	10
2.5 Performance and Payment Bonds.....	10
2.6 Limit Award.....	11
3. Scope of Work and Submission Requirements.....	12

**FORMS TO BE RETURNED WITH PROPOSAL:**

4. Pricing.....	15
5. Demonstration of Experience.....	16
6. Vendor Profile .....	18
7. Proposal Response Form .....	19
8. References.....	20
9. Deviation or Compliance Form .....	21
10. Release & Indemnification .....	22
11. Non-Collusion Acknowledgment .....	23
12. Suspension or Debarment Certificate .....	24
13. Cooperative Purchasing .....	25
14. <b>Conflict of Interest (and Questionnaire) <u>PLEASE SIGN*</u></b> .....	26
15. Disclosure of Interested Parties.....	27
16. W-9 Form	

\* If you/your company have no conflict then please write N/A or No Conflict on the Name of Officer line.

**City of Cedar Park  
450 Cypress Creek Rd. Bldg. 1  
Cedar Park Texas 78613**

**This is a Request for Proposal (RFP)**

**Date Issued: October 5, 2020**

<b>Subject:</b> Coffee and Tea Services		<b>Ref. No.</b> 10-033-220-EA-050
<b>Due Date:</b> November 6, 2020	<b>Time Due:</b> 2:00 PM CST	<b>Tentative Award Date:</b> December 15, 2020

## **1. STANDARD TERMS AND CONDITIONS**

- 1.0** General Description of Work – It is the intent of the City to secure an annual contract for coffee, tea, sugar, creamer, equipment, supplies, ice machine cleaning, and related items and services for various City locations.
- 1.1** This Request for Proposal (“RFP”) shall be on file in the City of Cedar Park Finance Department, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Proposers”) from the date issued until the due date and time.
- 1.2** All general information questions should be directed by email to Eric Aiello at [eric.aiello@cedarparktexas.gov](mailto:eric.aiello@cedarparktexas.gov).
- 1.3** **Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals. READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**
- 1.4** All responses to this RFP shall be submitted on the attached response forms. Proposals must be received at City of Cedar Park Finance Department at or before 2:00 P.M. CT on November 6, 2020. Each Proposal must be properly identified with the subject title and date and time due. The City will accept electronic submissions submitted through the Texas BidNetDirect website, or through hard copy submissions. If delivering hard copy submissions, proposers must include: One (1) original and three (3) copies of the Proposal submitted in written, hard-copy format, and one (1) copy in electronic format on a USB drive (**submissions**

**need to be set-up as one file on the USB, not multiple individual folders/files),**  
and delivered in a sealed envelope via mail, courier service, or hand delivery to:

City of Cedar Park  
Finance Department  
Attn: Eric Aiello  
450 Cypress Creek Road, Bldg 1  
Cedar Park, TX 78613

**FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS  
WILL NOT BE ACCEPTED.**

**1.5** All Proposals shall be addressed as shown below:

Request for Proposal: Coffee and Tea Services  
Reference Number: RFP #10-033-220-EA-050  
Due Date and Time: November 6, 2020 at 2:00 PM CST

**1.6** During the pendency of this RFP, Proposer shall not contact any City staff except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to City of Cedar Park employee at least fourteen (14) business days prior to the Due Date. Please reference the above-designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of the Proposal. No phone calls related to RFP will be accepted.

**1.7** Any material information provided one Proposer concerning this RFP shall be provided to all Proposers via the Texas BidNet Direct and Vendor Registry websites. An addendum will be issued if necessary. Proposers that have not registered with Texas BidNet Direct and Vendor Registry websites will be responsible for checking for new information or addendums on the website.

**1.8** All information required of the proposer, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Proposal Response Form will disqualify Proposer. Persons signing the Proposal shall have the authority to sign the Proposal on Proposer's behalf and shall be an officer or person authorized to bind the entity they represent to this Proposal.

**1.9** Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.

- 1.10** Proposals will be opened on November 6, 2020 at 2:00 PM CT at the City of Cedar Park Finance Department. Proposals cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Proposer or Proposer's agent. No Proposal may be withdrawn after the date and time of opening without approval of the Purchasing Manager.
- 1.11** The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
- 1.12** The City reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.
- 1.13** The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
- 1.14** In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the City will apply.
- 1.15** It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Proposer with the Proposal that is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this Request for Proposals.
- 1.16** If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:
- 1.16.1 Purchase Coffee and Tea Services on the open market and charge the successful Proposer the difference between its contract price and new contractor's price;
  - 1.16.2 Deduct charges from the successful Proposer's invoice at the time it is due; or
  - 1.16.3 Terminate any awarded contract without penalty on the City, by furnishing written notice of termination to Proposer, and select another Proposer and award a contract to its Proposer pursuant to the terms thereof.
- 1.17** At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause without penalty, and pay for the authorized services provided to the date of termination.

- 1.18** If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.19** All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
- 1.20** All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.21** Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be in the City's sole discretion.
- 1.22** Any contract awarded pursuant to this RFP is only assignable, upon written consent of both parties, which consent shall not be unreasonably withheld.
- 1.23** The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309, as amended.
- 1.24** Invoices for partial payment must be approved in advance by the Purchasing Manager.
- 1.25** Bidder shall include a Material Safety Data Sheet (MSDS), if applicable.
- 1.26** Undisputed payments will be submitted to Proposer with in thirty (30) days from receipt of original invoice.
- 1.27** Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code, if applicable. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Proposer.
- 1.28** Trade secrets and confidential information contained in a proposal are subject to the Texas Public Information Act. Pricing is not confidential information. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate the specific protected

information by highlighting that information and marking it “Trade Secret” or “Confidential” at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General  
Open Records Division  
P.O. Box 12548  
Austin, TX 78711  
Fax 512-463-2092

- 1.29** The obligations of the parties under a contract awarded through this RFP are primarily performable in Williamson County, Texas. Exclusive venue shall be Williamson County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 1.30** The City may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.
- 1.31** No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Proposer(s) or personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company.
- 1.32** The awarded contract is subject to the appropriation of funds by the City Council in the City’s budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.

## 2. SPECIAL CONDITIONS

### 2.1 Insurance

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage  
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- i. Bodily Injury & Property Damage  
Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person
- iii. Uninsured/Underinsured Motorist \$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Cedar Park at 450 Cypress Creek Rd., Cedar Park, Texas 78613.

## 2.2 Damage Provision

If in performance pursuant to an awarded contract, successful Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, Proposer shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to successful Proposer an invoice stating the actual cost of repairing or replacing the damaged property. Successful Proposer shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Proposer refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Proposer for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent.

## 2.3 Proposal Terms - By signing and submitting this Proposal, Proposer agrees to all provisions of this RFP, including:

- 2.3.1 To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
- 2.3.2 That orders will be delivered, "F.O.B. Destination, Inside Delivery" within the time specified in the Proposal after receipt of order by fax, in-person, or by mail.
- 2.3.3 To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this RFP.
- 2.3.4 That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail to [accounts.payable@cedarparktexas.gov](mailto:accounts.payable@cedarparktexas.gov) or via mail, courier, or personal delivery to:

City of Cedar Park  
Attn: Accounts Payable  
450 Cypress Creek Rd. Bldg. 1  
Cedar Park, Texas 78613

- 2.3.5 Invoices shall not include Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate.
- 2.3.6 Payment under an agreement executed as the result of the issuance of this RFP shall be governed by Texas Government Code Chapter 2251, as amended.
- 2.3.7 The term of any agreement executed as the result of the issuance of this RFP shall be for one year, beginning on the date of the date of execution of the Agreement, and shall automatically renew for four (4) additional one (1) year periods, unless either party notifies the other party in writing of its intent not to renew. The selected Proposer shall notify the City in writing of its intent not to renew at least sixty (60) days prior to the end of the current term. The City shall notify the selected Proposer in writing any time prior to the end of the current term.
- 2.3.8 Prices for year one (1) are to be firm. At the end of the initial term and each renewal (if any), the rates may be increased, decreased or remain unchanged. If an adjustment is requested by the vendor, the adjustment must be justifiable and substantiated by documentation from a recognized trade index for this service sector or commodity group. The index to be used must be mutually agreed upon by both the vendor and the City at least ninety (90) days prior to the expiration of the then current term. If the price increase is not justifiable and the City and vendor cannot reach a mutually agreeable price, the rates for the previous year shall extend for the next year. Likewise, if the index shows a change in favor of the City, a corresponding decrease in price should be offered. In no instance shall an adjustment exceed 3% of the previous price.

**2.4 Evaluation Criteria. Proposal responses will be graded on the following criteria:**

**Experience – 25%**

**City of Cedar Park’s evaluation of vendor’s ability to perform – 30%**

**Price – 45%**

**2.5 Performance and Payment Bonds**

Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, a proposer must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state.

Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the public works construction contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Proposer's unit proposal price.

If the public works contract is less than \$100,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City.

## **2.6 Limit Award**

The City's intent is to award a contract for all work described in this RFP to one proposer. The City reserves the right to award multiple contracts for portions of this work to others, based on the proposals submitted, if it is in the best interest of the City of Cedar Park. Alternatively, the City may, at its option, award by line item as opposed to awarding the entire proposal to the same vendor.

### 3. SCOPE OF WORK

To provide beverage/coffee services for approximately 375 employees, to include all coffee, tea, water, cocoa, etc. and supplies, labor, and equipment. Equipment is to be owned, and maintained by the Contractor. Contractor is to ensure product levels are such that it does not result in an overstock level with expired product. If a product reaches an expiration date the product is to be replaced at no additional cost to the City. Beverage products offered should be the same as or equal to the quality of current beverages in use. The City currently uses Folgers and Coffeemate products.

Contractor Requirements: The City of Cedar Park requires a variety of products to provide to meet the demands of our staff and visitors.

Products to be provided will include, but not limited to:

- Caffeinated Coffee (Non-Flavored)
- Coffee Dispensers, with and without water hookup
- Decaffeinated Coffee (Non-Flavored)
- Full Line of Hot Teas
- Sugar/sweetener
- Liquid creamer and canister creamer
- Stirrers

**Transition Plan.** Proposer should include details about proposed strategies to ensure a smooth transition from the City's current Contractor to the successful Proposer if a new Contractor is chosen.

**Invoicing.** The quality, timeliness, and responsiveness of the way invoicing is handled will also be central to how the City chooses a vendor under the City's evaluation of Proposer's ability to perform.

**Optional:** The City is also interested in ice machine cleaning services. Please include pricing for this as well if you can provide these services.

<b>Location</b>	<b>Building</b>	<b>Address</b>	<b>Type of Equipment</b>	<b>Supplies</b>	<b>Water Line Available</b>
City Hall	Bldg 1, Floor 2	450 Cypress Creek Road, Cedar Park, Texas 78613	One (1) Single Burner Air Pot Brewer	Coffee, Tea, Sugar, Stevia, Creamer	Yes
City Hall	Bldg 1, Floor 3	450 Cypress Creek Road, Cedar Park, Texas 78613	One (1) Single Burner Air Pot Brewer	Coffee, Tea, Sugar, Stevia, Creamer	Yes
City Hall	Bldg 2	450 Cypress Creek Road, Cedar Park, Texas 78613	One (1) Single Burner Air Pot Brewer	Coffee, Tea, Sugar, Creamer	Yes
City Hall	Bldg 3	450 Cypress Creek Road, Cedar Park, Texas 78613	One (1) Single Burner Air Pot Brewer	Coffee, Tea, Sugar, Creamer	Yes
City Hall	Bldg 3	450 Cypress Creek Road, Cedar Park, Texas 78613	1 Ice machine – cleaning only, the city owns the machine		
City Hall	Bldg 6 – Fire Admin	450 Cypress Creek Road, Cedar Park, Texas 78613	One (1) 3 Burner Air Pot Brewer	Coffee, Tea, Sugar, Creamer	Yes
Police Department	Admin	911 Quest Parkway, Cedar Park, Texas 78613	Eight (8) Single Burner Air Pot Brewer	Coffee, Tea, Sugar, Creamer	Yes
Police Department	Admin	911 Quest Parkway, Cedar Park, Texas 78613	1 Ice machine – cleaning only, the city owns the machine		
Municipal Court	Admin	911 Quest Parkway, Cedar Park, Texas 78613	One (1) Single Burner Air Pot Brewer	Coffee, Sugar, Creamer	Yes
Fire Station #1		503 Brushy Creek Road Cedar Park, Texas	One (1) 3 Burner Brewers, 2 ice machines	Coffee, Tea, Sugar, Creamer	Yes
Fire Station #2		1570 Cypress Creek Road, Cedar Park, Texas 78613	One (1) 3 Burner Brewers, 2 ice machines	Coffee, Tea, Sugar, Creamer	Yes
Fire Station #3		1311 Highland Drive, Cedar Park, Texas	One (1) 3 Burner Brewers, Two (2) ice machines	Coffee, Tea, Sugar, Creamer	Yes
Fire Station #4		150 Church Park Road, Cedar Park, Texas	One (1) 3 Burner Brewers	Coffee, Tea, Sugar, Creamer	Yes

<b>Building</b>	<b>Location</b>	<b>Address</b>	<b>Type of Equipment</b>	<b>Supplies</b>	<b>Water Line Available</b>
Fire Station #5		1505 Cottonwood Creek Trail, Cedar Park, Texas	One (1) 3 Burner Brewers	Coffee, Tea, Sugar, Creamer	Yes
Fire Training Field			One (1) Ice machine		Yes
Cedar Park Public Library		550 Discovery Blvd, Cedar Park, Texas 78613	One (1) Single Burner Air Pot Brewer	Coffee, Tea, Sugar, Creamer	Yes
Public Works Administration	Bldg 1	2401 Brushy Creek Loop, Cedar Park, Texas 78613	One (1) 3 Burner Brewers, One (1) hot/cold water filter dispenser	Coffee, Tea, Sugar, Creamer	Yes
Public Works	Bldg 2	2401 Brushy Creek Loop, Cedar Park, Texas 78613	Two (2) Burner Air Pot Brewers	Coffee, Tea, Sugar, Creamer	Yes
Public Works	Bldg 4	2401 Brushy Creek Loop, Cedar Park, Texas, 78613	One (1) Burner Air Pot Brewers, One (1) hot/cold water filter dispenser	Coffee, Tea, Sugar, Creamer	Yes
Public Works	Bldg 5 Signal Shop	2401 Brushy Creek Loop, Cedar Park, Texas 78613	One (1) Burner Air Pot Brewers	Coffee, Tea, Sugar, Creamer	Yes
Public Works	Water Reclamation Facility (Plant)	2401 Brushy Creek Loop, Cedar Park, Texas 78613	One (1) 3 Burner Brewers,	Coffee, Tea, Sugar, Creamer	Yes
Public Works Administration	Several Bldgs	2401 Brushy Creek Loop, Cedar Park, Texas 78613	6 Ice machines – cleaning only, the city owns the machines		
Parks and Recreation Admin	Admin and Recreation Center	1435 Main Street, Cedar Park, Texas 78613	One (1) Burner Air Pot Brewers, One (1) hot/cold water filter dispenser	Coffee, Tea, Sugar, Creamer	Yes
Parks and Recreation Admin	Admin and Recreation Center	1435 Main Street, Cedar Park, Texas 78613	1 Ice machine – cleaning only, the city owns the machine		

## 4. PRICING

The undersigned hereby declares: to have carefully examined the contract documents, including all addenda; have a clear understanding of said documents and premises; propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and to furnish all labor, materials and services specified in the contract or called for in the contract documents for the prices as indicated below.

ITEM	SUGGESTED BRAND	UNIT (SIZE/OZ)	COST PER UNIT
Dark Roast Coffee			
Medium Roast Coffee			
Medium Roast Coffee - Decaffeinated			
Tea (28 CT) Boxes			
Sugar Canister			
Stevia Packets (400 CT)			
Powder Creamer Canister			
Liquid Creamer (50 CT)			
Stir Sticks (5 Inch)			

Any other recommended products or services: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CONTRACT TIME:** The proposer agrees, if awarded the Contract, to commence work within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by owner. The term of this agreement shall be for one year, beginning on the date of the execution of the agreement, and shall automatically renew as set forth in Section 2.3.7, herein.

**DOCUMENTS:** Each proposer by submittal of their RFP response represents and warrants that they are satisfied as to the requirements and provisions of the RFP for this project and the documents describing the scope of work.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
FEDERAL EMPLOYER'S IDENTIFICATION NO.

## 5. DEMONSTRATION OF EXPERIENCE

Years in business under present business name: \_\_\_\_\_

Total years of experience in work of the type called for in this contract :

\_\_\_\_\_

List in table below the contracts of similar scope and scale to the City's RFP has your organization completed. List most recent FIRST:

Contract Amount	Type of Work	Date Completed	Owner's Name & Contact Info

List in the table below what contracts your organization currently has:

Contract Amount	Type of Work	Projected Date of Completion	Owner's Name & Contact Info

Have you ever failed to complete any contract awarded to you?

Yes  No.

If "Yes", state where and why.

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Are you at present in any major litigation or lawsuits involving work of any type?

Yes  No.

If "Yes", explain:

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Explain in detail the manner in which you have inspected the work proposed in this contract:

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## 6. VENDOR PROFILE

Company Name \_\_\_\_\_  
and D/B/A: \_\_\_\_\_

Telephone Numbers:

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If there is no toll free number, does the company accept collect calls? \_\_\_\_\_

Contacts:

Corporate Contact for this Proposal:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

If local contact is the same as corporate contact, check here

Local Contact for this Proposal:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of years company has been in business under this name: \_\_\_\_\_

Other company names used with dates, from/to: \_\_\_\_\_

## 7. PROPOSAL RESPONSE FORM

By signing and submitting this proposal, Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

\_\_\_\_\_ An individual proprietorship

\_\_\_\_\_ A partnership

\_\_\_\_\_ A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 8. REFERENCES

Proposer shall submit a list of at least three (3) references for which Proposer has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Cedar Park/Austin area references are preferred.

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_



## 10. RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CEDAR PARK, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 11. NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

Company Name: \_\_\_\_\_

Signature of Company Officer: \_\_\_\_\_

Company Officer Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

## 12. SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule, as may be amended.

Company Name: \_\_\_\_\_

Signature of Company Officer: \_\_\_\_\_

Company Officer Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

### 13. COOPERATIVE PURCHASING

Interlocal Cooperative Contracting/Purchasing:

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Cedar Park’s RFP, with the consent and agreement of the successful Proposer(s) and the City of Cedar Park. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Proposer’s Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Cedar Park is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Cedar Park is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Other governmental entities utilizing Interlocal agreements with the City of Cedar Park, may desire, but are not obligated, to purchase goods and services defined in this Proposal from the successful Proposer. All purchases by governmental entities, other than the City of Cedar Park, will be billed directly to and paid by that governmental entity. The City of Cedar Park will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Cedar Park will notify the successful Proposer of their intent.

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

[ ] Yes, others can purchase; [ ] No, only the City of Cedar Park can purchase.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 14. CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://ethics.state.tx.us/forms/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

<b>Local Government Officer</b>	<b>Title</b>	<b>Local Government Officer</b>	<b>Title</b>
Corbin Van Arsdale	Mayor	James Honn	Information Services Director
Tim Kelly	Councilmember	Ben White	Economic Development Director
Anne Duffy	Councilmember	Randall Malik	Assistant Economic Development Director
Rodney Robinson	Councilmember	Christina Cummings	Human Resources Director
Mel Kirkland	Councilmember	Darwin Marchell	Engineering Director
Mike Guevara	Councilmember	Chris Cople	Development Services Director
Dorian Chavez	Councilmember	Amy Link	Assistant Development Services Director
Brenda Eivens	City Manager	James Mallinger	Fire Chief
Sam Roberts	Assistant City Manager	Kent Meredith	Finance Director
Katherine Caffrey	Assistant City Manager	Eric Rauschuber	Public Works Director
J.P. LeCompte	City Attorney	Julia Mitschke	Library Director
		April Christiansen	Court Administrator
Mike Harmon	Police Chief	Curt Randa	Director of Parks & Recreation
Jill Hoffman	Assistant City Attorney	Fran Irwin	Community Affairs Director
Lauren Marfin	Assistant City Attorney		

### **Cedar Park Code of Ordinances Article 7.02 Revolving Door Policy**

The City’s Revolving Door Policy, Article 7.02 of the Cedar Park Code of Ordinances, prohibits certain activities by former Mayors, Councilmembers, City Managers, Department Directors, and anyone acting on their behalf. By submitting a response to this RFP, Respondent hereby acknowledges (a) that Respondent has been advised of the City’s Revolving Door Policy, and (b) that Respondent has not engaged any former Mayors, Councilmembers, City Managers, or Department Directors, in violation of the City’s Revolving Door Policy. In addition to other penalties stated in the Article, any contract procured in violation of this Article will render that contract voidable by a majority vote of the City Council.

## **15. DISCLOSURE OF INTERESTED PARTIES**

Prior to entering into a contract that is at least \$1 million in value, the Proposer must submit a "Certificate of Interested Parties" Form, in accordance with Texas Government Code Section 2252.908, as amended. Within 30 days of receipt of the form, the City must submit a copy to the Texas Ethics Commission.