

**Request for Qualification  
For  
The City of Kempner**

**RFQ 2022-001**

**Internet & Phone Service for City  
of Kempner**



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**City Manager  
12288 US Hwy 190  
Kempner, TX 76539  
[www.kempnerTX.gov](http://www.kempnerTX.gov)**

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**RFQ SUBMITTAL DEADLINE: July 8, 2022 2:00 p.m.**

Notice to Proposers  
RFQ 2022-001

Internet & Phone Service for City of Kempner

Notice is hereby given that the City of Kempner will receive requests for proposal from qualified vendors for Internet & Phone Service For the City of Kempner City Hall electronically by email to [CityManage@KempnerTX.gov](mailto:CityManage@KempnerTX.gov) **or** addressed to the City of Kempner, Attn: City Manager, P.O. Box 660, Kempner TX 76539 until 2:00 p.m. on July 8, 2022. Submittals must be plainly marked with the name and address of the proposer and "RFQ NO. 2022-001 Internet & Phone Service for the City of Kempner". Submittals received after the closing time will be returned unopened.

Questions will be accepted via email by the City Manager at [CityManager@KempnerTX.gov](mailto:CityManager@KempnerTX.gov), through July 1, 2022, at 2:00 p.m. Questions will be answered in the form of an addendum and posted on the City's website. It is the proposer's responsibility to obtain and acknowledge all addenda.

The City of Kempner reserves the right to reject any or all proposals and waive any irregularities.

CITY OF KEMPNER, TEXAS

David C. Williams II  
City Manager

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# INTRODUCTION

The City of Kempner is requesting proposals from qualified vendors to provide comprehensive internet and phone service to City Hall and the Kempner City Police Department. The chosen vendor will work with the City Manager and Police Chief to ensure that all state and federal guidelines are met with the separate networks required between the Administration department and the Police Department.

Be advised, the creation of a final list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the City. During the evaluation process, the Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from submitting entities or to allow corrections of errors or omissions. At the City's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

The City is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform professional services for the City.

The City reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the City or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. The RFQ submittals will become the property of the City.

# RFQ SUBMITTAL DEADLINE AND DELIVERY LOCATION

The City encourages all proposals to be submitted electronically via email to the City Manager's email: [CityManager@Kempnertx.gov](mailto:CityManager@Kempnertx.gov).

Hand delivered or mailed in submittals shall include one (1) sealed original copy and one (2) electronic copy on a flash drive of the RFQ and all required attachments. Proposals submitted must be received and time stamped by 2:00 P.M., Central Standard Time, **July 8, 2022**. Sealed RFQ submittals will only be accepted at the following location and shall be clearly marked on the outside of the package "RFQ 2022-001; Internet & Phone Service for the city of Kempner.

## Delivery Address

City of Kempner – City Manager  
12288 US Highway 190  
Kempner, TX 76549

It is the sole responsibility of the respondent to ensure that the sealed RFQ submittal arrives at the above location by the specified deadline regardless of the method chosen for delivery. Facsimile transmittals will not be accepted in response to this RFQ.

Proposers are encouraged to submit concise and clear responses to the RFQ. The City reserves the right to include the proposal or any part of the selected proposal in the final contract.

Until award of contract is made, per section 252.049 (b) of the Texas Local Government Code, there will be no disclosure of contents to competing respondents. All proposals will be kept confidential during the negotiating process. Except for the trade secrets and confidential information, which the respondent identifies as proprietary, all proposals will be open for public inspection after the contract is awarded, or as otherwise required by the Texas Public Information Act.

The City of Kempner designates the following as its representative and Point of Contact for this RFQ. Firms and interested parties shall restrict contact with City of Kempner staff and direct all questions regarding this RFQ to the following Point of Contact: David C. Williams II, City Manager, via e-mail at [CityManager@Kempnertx.gov](mailto:CityManager@Kempnertx.gov).

# SCOPE OF SERVICES

The City of Kempner, Texas ("City") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) from qualified entities able to provide Internet and Telephone services. The chosen vendor will work with the City Manager and Police Chief.

1. Reliable high speed internet for both city hall and the police department
2. Secure, separate networks for both city hall and the police department
3. Wifi for the public at city hall and the city park and mobile spots (for Police Vehicles)
4. Reliable phone service, potentially VOIP for the current phone lines (512) 932-2180 & 512-932-8014 as well as our fax line (512) 932-3124.  
Call holding, call waiting features Call forwarding features
5. Ongoing maintenance and technical support for internet and # hardware systems (include car laptops for police and server) .
6. Liaison with Local Government Solutions and Cop Synch to ensure all products work well.
7. Provide Criminal Justice Information Services Security Policy CJIS inspection readiness services
8. Secure hardware disposal services
9. Vendor must be CJIS certified and insured

## CONTRACT

Attach a copy of your company's proposed contract, including scope of services. Please break out proposed pricing for each item listed above, and list example 1a. or 1b. if you have multiple pricing options, with description of those differences.

## CONTENT REQUIREMENTS

The RFQ submittal must include the following content to be evaluated:

### 1. Letter of Transmittal

- A. The transmittal letter shall include the following information:
- B. A brief statement of understanding of the RFQ and commitment to perform the services offered within the response.
- C. A brief summary of the types of professional services for which the respondent wishes to be considered.
- D. Name of the principal point(s) of contact for the respondent (i.e., firm, title, physical address, fax number, phone number, and e-mail address). State whether the contact person is authorized to bind the respective firm. If the signer of the transmittal letter is not so authorized, identify the person(s) authorized to execute contracts on behalf of the firm(s).

### 2. Executive Summary (maximum of four pages)

### 3. Litigation Summary

- A. Summary of current or past project-necessitated litigation pursued by or brought against your firm in the previous five (5) years.

### 4. Form CIQ

- A. Completed Conflict of Interest form

In making its final determination, the City may schedule one-on-one interviews with respondents, if necessary.



## Scoring Matrix

Qualifications & Experience:	30%
Cost/Fee Schedule:	30%
Support Services:	15%
Technical Capabilities:	15%
References/Reliability:	10%
<hr/> Total:	100%

## THE CITY OF KEMPNER, TEXAS RESERVATION OF RIGHTS

In connection with the RFQ, the City of KEMPNER reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFQ, in whole or in part at any time before the execution of a contract by the City of Kempner, without incurring any cost, obligations, or liabilities.
2. Issue addenda, supplements, and modifications to this RFQ.
3. Revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the City will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFQ submittal due date.

5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFQ submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFQ until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFQ submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFQ submittals or responses, make recommendations.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
13. Disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFQ submittal, accept and review a non-conforming RFQ submittal or seek clarifications or supplements to an RFQ submittal.
16. Disqualify any firm that changes its RFQ submittal without the City's authorization.
17. Exercise any other right reserved or afforded to the City of Kempner under this RFQ. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.



The City shall not, under any circumstances, be bound by or be liable for any obligations until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements.

**APPENDIX A**  
CITY OF KEMPNER  
**GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use

Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

**4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Kempner will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell City
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- (a) Bids shall be submitted by mail, hand delivered or electronic submission to the address(s) below and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Kempner. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:  
City of Kempner

P.O. Box 660  
Kempner, TX 76539

OR

Electronically submit bids to [CityManager@kempnertx.gov](mailto:CityManager@kempnertx.gov)

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
  - 1. The Bidder mistakes or conceals any material fact in the Bid, or if
  - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at [CityManager@Kempnertx.gov](mailto:CityManager@Kempnertx.gov) . All bids shall be valid for a period of ninety (90) days after the bid opening

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

## 9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## 10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- \* Falsification of information provided in bid response;
- \* Non-observance of safety requirements;
- \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- \* Substantial failure to adhere to contractually agreed-upon schedules; and poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- |   |  |
|---|--|
| * Unit price  | * Bidder's past performance                      |
| * Total Bid price   | * Demurrage charges, freight costs and mileage   |
| * Terms and discounts   | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date   | * Estimated surplus value, life expectancy       |
| * Product warranty  | * Results of testing samples                     |
| * Special needs and requirements of City  | * Conformity to specifications                   |
| * Past experience with product/service  | * Training requirements, location, etc.          |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service       |
| * Quality of the bidder's goods or services   |  |

- \* The extent to which the goods or services meet the municipality's needs
  - person; ability to provide for minimum down time
  - \* The total long-term cost to the municipality to acquire the bidder's goods or services
  - \* Reputation of bidder and of bidder goods and services

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

(d) Prices must be quoted "F.O.B. Destination (Kempner) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.

(f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and

additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

**11. Ex Parte Communication**

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer 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 proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Kempner City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

**12. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

**13. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City

reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.

- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

#### **14. Termination of Contract**

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

#### **15. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

#### **16. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Kempner, including affiliations and business and financial relationships such persons may have with the City of Kempner. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

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

**17. Gratuities**

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

**18. Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

**19. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell City, Texas.

**20. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**21. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.



A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

**22. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the Bid award.

**23. Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

**24. Acknowledgement – ‘Boycott Energy Companies’**

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

**25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”**

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_