**RFP # 02-004-223-CI-200**

**Subject:** Network Infrastructure Project

**Submit Proposals to:**

**www.crwconsulting.com/ifcb**

**City of Cedar Park**

**450 Cypress Creek Rd. Bldg. 1**

**Cedar Park Texas 78613**

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# **PROPOSER’S CHECKLIST**

[ ]  Provided Pricing structure if applicable.

[ ]  Demonstration of Experience form filled in.

[ ]  List of Machinery and Equipment form filled in, if applicable.

[ ]  Vendor Profile form filled in.

[ ]  Proposal Response Form **\*\*IMPORTANT\*\* Failure to sign and return this form will result in immediate disqualification.**

[ ]  References provided.

[ ]  Deviation or Compliance form filled in.

[ ]  Release and Indemnification form filled and signed.

[ ]  Non-Collusion Acknowledgement form filled and signed.

[ ]  Suspension or Debarment Certificate filled and signed.

[ ]  Cooperative Purchasing form filled and signed.

[ ]  Access latest Conflict of Interest Questionnaire [here](https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf). Please fill out and return with submission. If no conflicts exist, write N/A on the “Name of Officer” line.

[ ]  Access latest W-9 form [here](https://www.irs.gov/pub/irs-pdf/fw9.pdf). Please fill out, and return with your submission.

**Important Notes:**

Persons signing subsequent sections of 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.

If the City’s desired pricing format is NOT included in section 5 of this RFP, vendor may submit their own pricing page in addition to signing Section 5 of our RFP.

# **STANDARD TERMS AND CONDITIONS**

1. General Description of Work – See details at www.crwconsulting.com/ifcb
2. **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.**
3. During the pendency of this RFP, Proposer shall not contact any City staff.
4. All information required of the proposer, unless otherwise specified, must be completed on the forms provided by the City. Failure to 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.
5. 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.
6. The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
7. 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.
8. The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
9. 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. An opened Proposal may not be changed to correct any error by the Proposer or Proposer’s agent.
10. 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.
11. 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:

2.11.1 Purchase RFPSubject services on the open market and charge Proposer the difference between its contract price and new contractor’s price;

2.11.2 Deduct charges from the successful Proposer the difference between its contract price and new contractor’s price;

2.11.3 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. 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.
2. 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.
3. All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
4. 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.
5. 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.
6. Any contract awarded pursuant to this RFP is only assignable, upon written consent of both parties, which consent shall not be unreasonably withheld.
7. The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309, as amended.
8. Invoices for partial payment must be approved in advance by the Purchasing Manager.
9. Proposer shall include a Material Safety Data Sheet (MSDS), if applicable.
10. Undisputed payments will be submitted to Proposer within thirty (30) days from receipt of original invoice.
11. 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.
12. 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. 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.
2. 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.
3. 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.
4. 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.

# **SPECIAL CONDITIONS**

## **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:

1. Workers’ Compensation and Employer’s Liability:
	1. State of Texas: $1,000,000 Each Accident
	2. Employer’s Liability: $100,000 Each Accident

$500,000 Disease-Policy Limit

$100,000 Disease-Each Employee

* 1. Waiver of Subrogation
1. Commercial General Liability:
	1. Bodily Injury and Property Damage

General Aggregate Limit: $1,000,000

* 1. Personal and Advertising Injury Limit: $500,000
	2. 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.

1. Commercial Automobile Liability Limits:
	1. Bodily Injury and Property Damage

General Aggregate Limit: $1,000,000

* 1. Medical Payments: $5,000 Per Person
	2. 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.

## **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.

## **Proposal Terms**

By signing and submitting a Proposal, Proposer agrees:

1. To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
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.
3. To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this RFP.
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 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

1. Invoices shall not include Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate.
2. The City shall notify the successful Proposer of any contested invoice(s) in writing, and the City and successful Proposer shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Proposer’s receipt of said notice of dispute.
3. The term of contract shall be for one year, beginning on the date of execution of the contract, and shall automatically renew for up to four (4) additional one (1) year periods.

## **Evaluation Criteria**

**Proposal responses will be graded on the following criteria:**

1. Price of Eligible Goods and Services (25 max points)

2. Price of Ineligible Goods and Services (15 max points)

3. Service History (20 max points)

4. Expertise of the Company (20 max points)

## 5. Understanding of Needs/Completeness of Bid (20 max points)

## **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.

## **Limit Award**

The City’s intent is to award a contract for all work described in the Request for Proposals 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.

# **SCOPE OF WORK**

Scope Of Work

1. Please see the details included at CRW Consulting’s website ([www.crwconsulting.com/ifcb](http://www.crwconsulting.com/ifcb)).

--FORMS TO BE RETURNED WITH PROPOSAL—

# **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 in the vendor’s response/bid.

**CONTRACT TIME:** The proposer agrees, if awarded the Contract, to commence work on or about 4/1/2023. The term of this agreement shall be for one (1) year, beginning on the date of the execution of the agreement, and shall automatically renew for up to four (4) additional one (1) year periods.

**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: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

# **DEMONSTRATION OF EXPERIENCE**

Years in business under present business name: Click or tap here to enter text.

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

Click or tap here to enter text.

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** |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap to enter a date. | Click or tap here to enter text. |
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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** |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap to enter a date. | Click or tap here to enter text. |
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If you have any additional experience or work that you would like to submit, please provide separate additional documentation upon submittal.

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

[ ]  Yes [ ]  No

If “Yes”, state where and why.

Click or tap here to enter text.

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

[ ]  Yes [ ]  No

If “Yes”, explain:

Click or tap here to enter text.

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

Click or tap here to enter text.

# **VENDOR PROFILE**

**Company Name:** Click or tap here to enter text.

and D/B/A: Click or tap here to enter text.

**Telephone Numbers:**

Phone: Click or tap here to enter text.

Fax: Click or tap here to enter text.

If there is no toll free number, does the company accept collect calls? [ ]  Yes [ ]  No

**Contacts:**

Corporate Contact for this Proposal:

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, Zip: Click or tap here to enter text.

Phone: Click or tap here to enter text. Fax: Click or tap here to enter text.

E-mail: Click or tap here to enter text.

Website: Click or tap here to enter text.

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

 Local Contact for this Proposal:

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

City, State, Zip: Click or tap here to enter text.

Phone: Click or tap here to enter text. Fax: Click or tap here to enter text.

E-mail: Click or tap here to enter text.

Number of years the company has been in business under this name: Click or tap here to enter text.

Other company names used with dates, from/to: Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

# **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 Click or tap here to enter text., acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

# **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: Click or tap here to enter text.

Contact name: Click or tap here to enter text. Phone number: Click or tap here to enter text.

Email: Click or tap here to enter text.

Company: Click or tap here to enter text.

Contact name: Click or tap here to enter text. Phone number: Click or tap here to enter text.

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Company: Click or tap here to enter text.

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Company: Click or tap here to enter text.

Contact name: Click or tap here to enter text. Phone number: Click or tap here to enter text.

Email: Click or tap here to enter text.

# **DEVIATION OR COMPLIANCE FORM**

**DEVIATIONS:** In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

**NO DEVIATIONS:** In the absence of any deviation entry on this page, Proposer assures the City of Proposer’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

| **Deviation****#** | **Deviation Title** | **RFP Reference (related to the deviation)** | **Detailed Deviation Description** |
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# **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: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

# **NON-COLLUSION ACKNOWLDGEMENT**

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: Click or tap here to enter text.

Signature of Company Officer: Click or tap here to enter text.

Company Officer Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

# **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: Click or tap here to enter text.

Signature of Company Officer: Click or tap here to enter text.

Company Officer Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

# **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: Click or tap here to enter text.

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

# **CONFLICT OF INTEREST AND QUESTIONAIRE**

**Please sign, if applicable**

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://www.ethics.state.tx.us/data/forms/conflict/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:

|  |  |  |  |
| --- | --- | --- | --- |
| **Local Government Officer** | **Title** | **Local Government Officer** | **Title** |
| Jim Penniman-Morin | Mayor | James Honn | Information Services Director |
| Mel Kirkland | Councilmember | Ben White | Economic Development Director |
| Anne Duffy | Councilmember | Randall Malik | Assistant Economic Development Director |
| Eric Boyce | Councilmember | Christina Cummings-Medina | Human Resources Director |
| Kevin Harris | Councilmember | Randy Lueders | Engineering Director |
| Heather Jefts | Councilmember | Amy Link | Development Services Director |
| Stephen Thomas | Councilmember | Andreina Davila-Quintero | Assistant Development Services Director |
| Brenda Eivens | City Manager | James Mallinger | Fire Chief |
| Katherine Caffrey | Deputy City Manager | Kevin Klosterboer | Finance Director |
| Chris Copple | Assistant City Manager | Eric Rauschuber | Public Works Director |
| J.P. LeCompte | City Attorney | Julia Mitschke | Library Director |
| Mike Harmon | Police Chief | April Christiansen | Court Administrator |
| Jill Hoffman | Assistant City Attorney | Curt Randa | Director of Parks and Recreation |
| Lauren Marfin | Assistant City Attorney | Fran Irwin | Community Affairs Director |
| Catherine Ingram | Evaluation Committee | Karin Springerley | Evaluation Committee |
| Ilija Preocanin | Evaluation Committee |  | Evaluation Committee |
| Caleb Stockton | Evaluation Committee |  | Evaluation Committee |

**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.

# **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.

# **W-9 FORM**