



RFP #07-19-209

Subject: Custodial Services

Due: September 8, 2009 2:00pm

**City of Cedar Park
600 N. Bell Blvd.
Cedar Park Texas 78613**

Cedar Park Request for Proposal

Ref. No. 07-19-209

Date Issued: August 14, 2009

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**City of Cedar Park
600 N. Bell Blvd.
Cedar Park Texas 78613**

This is a request for a Proposal (RFP)

Date Issued: August 14, 2009

Subject: Custodial Services		Ref. No. 07-19-209
Due Date: September 8, 2009	Time Due: 2:00pm local	Award Date: September 25, 2009

1. General Conditions

- 1.1 This Request for Proposal shall be on file in the Purchasing Office, City of Cedar Park (the City), City Hall, 600 N. Bell Blvd., Cedar Park, Texas 78613, during usual office hours, and available to prospective Proposers until the date and time due.

1.1.1. 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 Request for Proposal forms.

- 1.2 All proposals shall be submitted on the attached response forms on pages 7-10 of this document. Proposals must be received by the City Purchasing Department on or before the hour and date specified. Each proposal must be properly identified with the subject title, date and time due clearly marked on the outside of the sending envelope. Proposals must be in writing and may be sent by mail, courier or hand delivered to:

City of Cedar Park, City Hall
c/o Cindy Hallett C.P.M., Purchasing Manager
600 N. Bell Blvd.
Cedar Park, Texas 78613

Faxed documents will not be accepted. Late submissions will not be accepted.

- 1.3 All proposals shall be addressed as shown below:

Request for Proposal on: Custodial Services
Reference Number: 07-19-209
Due Date and Time: September 8, 2009, 2:00 P.M. (Local)

The City assumes no responsibility for proposals not processed due to the failure of the proposer to identify the envelope as a proposal response.

- 1.4 During this proposal process, proposer shall not contact any City staff except those designated in the text of this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to the City's Purchasing Manager, Cindy Hallett C.P.M. and faxed to 512-336-4859 at least ten business days prior to the proposal due date. Please reference

RFP number and line number. Non-compliance with this provision may result in rejection of the proposal. The phone number for the Purchasing Manager is 512-401-5162.

- 1.5 Any material information given to one proposer concerning this RFP will be furnished to all proposers who have received the RFP by mail or who have registered with the Purchasing Manager if the RFP has been downloaded from the City's website. An addendum will be issued if necessary. Proposers that have not registered with the Purchasing Manager will be responsible for checking for new information or addendums on the website.
- 1.6 Receipt of an addendum must be acknowledged by signing and returning the addendum with the proposal.
- 1.7 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 (page 8) will disqualify the proposer. Persons signing the proposal must be an officer or person authorized to sign the proposal and authorized to bind themselves of the entity they represent to an agreement.
- 1.8 Each and every deviation from the General Conditions and/or Specifications must be listed on the deviation form when submitting the proposal. Listing of deviations is an integral and required part of your proposal. Deviations not listed will not become part of the contract resulting from this RFP.
- 1.9 Proposals cannot be altered or amended after the date and time of opening. Alterations made before opening must be signed by the proposer or proposer's agent. No proposal can be withdrawn, without good cause, after the date and time of opening without approval of the Purchasing Office.
- 1.10 The City has the right to negotiate changes in the nature of the proposal, and in prices, after proposals are opened to obtain the best services at the best price.
- 1.11 The City reserves the right to accept or reject all submitted proposals or any part of any proposal, waive minor technicalities and award the purchase to best serve the interest of the City.
- 1.12 The City shall be sole interpreter of the General Conditions, Special Conditions, Specifications, contract specifications, and the performance requirements contained herein.
- 1.13 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 be taken, provided the overall results of the proposal is not changed. A proposal that has been opened may not be changed for the purpose of correcting an error.
- 1.14 It is not the policy of the City to award a contract on the basis of price alone. A Proposal may be evaluated and selected on the basis of reputation, experience, past performance, skill, and financial capacity.
- 1.15 If, at any time, the awarded proposer fails to fulfill or abide by the terms, conditions, or specifications of the contract, the City reserves the right to:

- 1.15.1 Deduct charges from existing invoice totals due at the time, or
- 1.15.2 Cancel the contract without advanced notice or penalty, at the convenience of the City, by furnishing notification of such to the proposer.
- 1.15.3 Use the next bidder offering best value to the City.
- 1.16 The City reserves the right to award the Contract to the proposer offering the best value, and not necessarily to the proposer offering the lowest price. The City may terminate any awarded contract at its convenience without notice or penalty.
- 1.17 The City reserves the right to accept or reject all proposals, or waive any formalities.
- 1.18 If it is determined that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the proposer, or any agent, or representative of the proposer, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, the City will cancel the contract without liability to the City. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by proposer in providing such gratuities.
- 1.19 All work must conform to any applicable, state or local laws, ordinances, regulations, codes, and interpretations thereof.
- 1.20 Once the proposal has been awarded, if an item or process is to be substituted, such substitution shall be made only by furnishing an equal or better quality and/or grade product or process than originally specified at no additional cost to the City. The City shall be the sole interpreter as to the acceptance of any substitution. This substitution must be pre approved by the City.
- 1.21 The awarded proposal is not assignable..
- 1.22 The City is tax exempt under Tax code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- 1.23 Invoices for partial payment must be approved in advance by the Purchasing Manager.
- 1.24 Include a Material Safety Data Sheet (MSDS), if applicable.
- 1.25 Undisputed payments will be made to the proposer with in 30 days from receipt of original invoice.
- 1.26 Trade secrets and confidential information contained in a proposal are not open to public inspection. 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. A 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, the proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure to the Texas Attorney General for final determination.

- 1.27 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
- 1.28 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 a 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.

2.0 Special Conditions

2.1 Scope of Work

- 2.1.1 This contract will serve the City of Cedar Park from October 1, 2009 through September 30th, 2010. There will be four one-year renewals if both parties agree.
- 2.1.2 All cleaning equipment will be furnished by the Cleaning Company. This will include but is not limited to brooms, mops, mop buckets, trash collection receptacles, recycle collection receptacles (must be different from trash receptacle), dusters, automatic floor scrubbers and buffers, vacuum cleaners and consumable cleaning supplies such as dust mop treatment, glass cleaner, floor cleaners, and disinfectant. The City will furnish a space for this equipment to be housed on the premises, if requested by the Cleaning Company.
- 2.1.3 Consumable supplies will be furnished by the City, such as paper towels, toilet paper, trash can liners, and hand soap for dispensers. The Cleaning Company will notify the Purchasing Manager or Building Manager when these supplies are being depleted so the City may replenish the supplies before they run out.
- 2.1.4 Inspection of the quality of work will be done periodically by the Purchasing Manager and a report furnished to the Cleaning Company. The Cleaning Company will use these reports to train staff on process improvement. Frequent negative reports may lead to termination of the contract.
- 2.1.5 The awarded proposer shall remain an independent contractor throughout the term of this agreement.
- 2.1.6 Any and all employees of the Proposer who are not satisfactory to the City will be immediately replaced by another or others who will be satisfactory. All employees of the Proposer shall be bonded by a surety company satisfactory to the City. Contractor must be able to comply with applicable State and Federal employment laws, including but not limited to ability to legally work in the United States. All persons employed by the Proposer to perform the services required shall be screened by the Proposer as to their background and previous work records so that only persons of integrity shall be employed by the Proposer. Only authorized employees and agents of the Proposer will be permitted on the City's property.
- 2.1.7 There will be a mandatory walk through of all city buildings on August 25th, 2009 at 9:00am beginning at City Hall, 600 N. Bell Blvd.

2.2 Damage Provision

- 2.2.1 If in the process of performing the work, the Proposer's employee damages the City's premises or personal property upon the premises, the Cleaning Company will compensate the City for repair or replacement of damage. An invoice will be presented to the Cleaning Company to provide evidence of actual cost incurred. Should the Cleaning Company refuse to compensate the City or the City's employees for the loss, the proceeds will be withheld from fees owed to the Cleaning Company for services.

Repeated damage to the City's property or personal property upon the premises will result in termination of the contract.

2.3 Insurance Requirements

2.3.1 Proposer agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverage:

2.3.1.1. Workers' Compensation and Employers' Liability

- a. State of Texas: Statutory
- b. Applicable Federal: Statutory
- c. Employer's Liability: \$100,000 Each Accident
- d. Waiver of Subrogation

2.3.1.2. Commercial General Liability

- a. Bodily Injury & Property Damage General Aggregate Limit \$500,000
- b. Personal & Advertising Injury Limit \$500,000
- c. Each Occurrence Limit \$1,000,000

2.3.2 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.

2.3.2.1. Commercial Automobile Liability Limits

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payments per person \$ 5,000
- c. Uninsured/Underinsured Motorist \$ 100,000

2.3.3 Prior to the execution of this Contract by the City, the Proposer shall forward Certificates of Insurance to the Purchasing Office. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Cedar Park at 600 North Bell Blvd., Cedar Park, TX 78613.

2.4 Proposal Terms; By signing and submitting this proposal, Proposer agrees;

2.4.1. To hold this proposal open for 60 days after the proposal date for review of the proposal;

2.4.2 To furnish goods and services in strict compliance with the General Conditions, Special Conditions, and Specifications;

2.4.3. That payment(s) will only be made from an original invoice. Payment will not be made from a statement.

Mail to: City of Cedar Park, Finance Office
P.O. Box 1569
Cedar Park, TX 78630

2.4.4 Do not include Federal Excise, State or City Sales Tax. The City shall furnish a tax exemption certificate.

2.4.5 The City agrees to notify the supplier of a contested invoice.

2.5 Grading Criteria

Proposal responses will be graded on the following criteria:

References	25%
Price	35%
History with the City	10%
Industry Experience	30%

3.0 Specifications

3.1 Definition of work to be performed:

Here are examples of the work to be performed. These examples should be considered to include, but not be limited to these items. Good judgment will be expected from all custodians and supervisors. Questions about this proposal should be addressed as in section 1.5. Questions. After the award of the contract questions should be addressed to the Purchasing Manager.

Each Proposer is required to walk through each building and each room of each building to make their own determination of the size, complexity, supplies, workforce, and time required to perform the necessary work.

Waste Receptacles for Trash- Empty, clean and damp dust every cleaning. Change liners as necessary to prevent odors, spills, or offensive appearance. Knot liners so they fit snugly in receptacle. Wash as necessary. Only items marked “trash” or items in a trash receptacle are to be removed. Trash receptacles reside in offices, kitchens, common workrooms and outside of buildings. Deposit all collected trash in designated dumpster outside of building.

Waste Receptacles for Recycle- Empty all receptacles labeled as recycle. This must be kept separate from the trash collection. Recycle receptacles reside in offices and common workrooms. Educate custodian of the items approved as recycle and assure that no unapproved items are deposited in the recycle dumpster. Deposit approved items in recycle dumpster. Plastic bags filled with shredded paper- make two small holes in the plastic bag to allow air to release and deposit the bag in recycle dumpster.

Exterior Ashtrays- Empty all exterior ashtrays.

Dust-desks and workstations, office furniture, file cabinets, fixtures, window sills, banisters (all parts), blinds, vents, shelves, bookcases, baseboards, picture frames, wall hangings, and other wall accessories and any other surfaces where dust collects. Wipe with approved duster or treated cloth. Do not remove items on desks or workstations while cleaning. Do not unplug any electrical equipment.

Clean-marks, smudges, and fingerprints from all surfaces including doors (inside and outside), windows, mirrors, frames, entrance glass and partitions.

Disinfect and polish dry- all drinking fountains, toilets, urinals, sinks and fixtures, wet area counter tops, restroom stall walls and doors, banister handrails, door hardware, elevator walls and buttons and public telephones. Do not wash dishes, move dirty dishes aside and put hem back in the sink when it has been cleaned.

Sweep- stairwells, elevators and all uncarpeted floor areas employing dust control techniques, exterior sidewalks and entryways.

Damp Mop and Disinfect- all tile flooring. Mop wood floors with products approved for wood floors only, dry to remove streaks. Include all corners, edges, under and behind furniture and fixtures. Wipe baseboards as necessary to remove scuffs and smudges.

Vacuum-all carpeted areas, rugs, and entry mats.

Refill-toilet tissue, paper towels, soap dispensers, urinal blocks, toilet seat covers, as needed in all areas. Make sure soap dispenses properly.

Security- Assure all exterior doors are locked. Do not allow entrance to the building of any persons unless employed by Cleaning Company who have business within the building. Secure interior doors as instructed. Turn off lights in unoccupied areas when cleaning is completed.

Meetings- Work around meetings so as not to disturb the meeting participants. If an area cannot be cleaned because of a meeting, this should be noted and reported to the Purchasing Manager via e-mail.

Communication- Any unusual events or departure from the work as outlined in this document and the contract should be reported to the Purchasing Manager via e-mail as soon as possible but definitely within 24 hours of occurrence. This may include, but not be limited to leaking or problem plumbing, defective lighting, doors not properly secured, other unusual circumstances that might affect the security, maintenance, or effectiveness of the facility.

Emergencies-Report any building maintenance, trespassing, or any other emergencies to the Police Dispatch at 911.

Complete Daily Cleaning- Empty trash, empty recycle, dust, clean, disinfect and polish dry, sweep, mop, vacuum and refill supplies.

Weekly Cleaning- empty outside ashtrays, spot clean carpets, buff all tile to a high sheen, dust desks and window blinds.

Monthly Cleaning- Dust tops of bookshelves and cabinets, baseboards, and ceiling fan blades.

Please arrange, with the supervisor of each building, the schedule for weekly and monthly cleaning. Share this schedule with the Purchasing Manager for all locations. Part of your evaluation will be how you organize and execute this schedule.

A tablet will be mounted in the custodial closet for communication between the building staff and the cleaning crew. Please have your staff check this tablet daily.

3.2 Building Specifications

3.2.1 Library, 550 Discovery

Approx. 25,200 sq. ft. 85% carpet, 15% slate tile
13 toilets
3 urinals
10 sinks
16 work stations plus circulation desk

Daily Cleaning: entire building 7 days per week after closing.

Daily Cleaning: Monday-Thursday at 4:00pm from May through September: clean Lobby and Lobby restrooms, Children's restrooms, and check Council Chambers to see if it needs trash emptied or vacuuming before evening meetings.

Weekly Cleaning

Monthly Cleaning

3.2.2 Police and Municipal Court Building, 911 Quest Pkwy

Approx. 38,545 sq. ft. 76% carpet, 9% vinyl tile, 15% ceramic tile
27 toilets
7 urinals
24 sinks
67 work stations
2 stairwells
Exercise Room-sweep floor, clean mirrors, empty trash daily

Police Daily Cleaning: entire office 7 days per week in the morning including holding cells. after 5pm empty trash, refill and touch-up for evening crew.

Court Daily Cleaning: entire office 5 days per week after 5:00pm

Weekly Cleaning

Monthly Cleaning

3.2.3 City Hall, 600 N. Bell Blvd.

Approx. 19,500 sq. ft. 92% carpet, 8% vinyl tile
11 toilets
2 urinals
10 sinks
68 work stations

Daily Cleaning: entire building Monday-Friday between 5:30pm and 9:30pm 5 days per week

Weekly Cleaning

Monthly Cleaning

3.2.4 Field Operations Building, 2401 183-A Toll Road

Approx. 3200 sq. ft. 80% carpet, 20% vinyl tile
4 toilets
4 urinals

5 sinks
4 showers
15 work stations

Daily Cleaning: entire building Monday-Friday after 5:00pm
Weekly Cleaning
Monthly Cleaning

3.2.5 Recreation Center, 1425 Main Street

Approx. 27,100 sq. ft. Stained Concrete, Carpet, Rubberized flooring, Tile

Daily cleaning: Monday-Thursday after 10:00pm
Friday after 9:00pm
Saturday after 8:00pm
Sunday after 5:00pm

Weekly cleaning
Monthly cleaning

Office Area, clean twice per week:

Empty trash and recycle bins

Dust, clean, disinfect and polish offices, restrooms, hallways, windows and kitchen areas

Stained Concrete, clean Monday-Saturday

Dust mop daily with untreated micro fiber mop

Wet mop as needed, at least weekly, with approved neutral cleaner

Scrub as needed, at least monthly, with automatic scrubber using soft brushes or microfiber cleaning pad

Running Track, clean weekly

Vacuum with beater bar disengaged

Monthly- clean with an auto scrubber using approved neutral cleaner

Cardio Area, clean 7 days per week

Dry mop with untreated micro fiber mop

Touch up windows

Weekly; damp mop with approved neutral cleaner and micro fiber mop

Wood Floors will be cleaned by Staff. You will not clean these areas as part of this contract.

Restrooms, clean 7 days per week

There are two restrooms/locker rooms downstairs, one with six stalls, the other with nine stalls.

Two restrooms upstairs and one in the baby room with one commode each.

Clean commodes, urinals, and wipe down stall walls

Disinfect and polish shower areas (downstairs), all counter tops and sinks

Mop all floors

Wipe down and disinfect lockers (outside daily, inside weekly)

Replenish supplies

Baby Room, clean Monday-Friday

Vacuum rugs with beater bar engaged

Sweep vinyl tile

Clean counter area and sink

Touch up windows

Weekly- roll up carpets and mop vinyl tile. Replace carpets when floor has dried.

Arts and Crafts Room, clean twice per week

Dry mop

Wet mop as needed, at least monthly

Wipe down and disinfect tables, counters, and chairs

Touch up windows

Game Room

Except for the stained concrete floor and carpet, this will be cleaned by Staff.

Stairs, clean Monday-Saturday

Dry mop or vacuum with beater bar disengaged

Dust all parts of banister

Disinfect hand rail

Elevator, clean Monday-Saturday

Dry mop or vacuum with beater bar disengaged

Wipe down and disinfect all surfaces

Entry Doors, clean 7 day per week

Clean glass inside and out

Disinfect all door handles

Price Separately

Community Rooms, clean as ordered by staff

Vacuum 3,000 sq. ft. carpeted room with beater bar engaged (price 1,000 sq. ft. at a time, the first 1,000 sq ft includes the following)

Three bathrooms as per spec above

Clean stained concrete as per spec above

Touch up interior windows

Clean Entry doors as per spec above

Empty Trash

Spot clean carpet

Community Rooms Kitchen Area, clean as ordered by staff

Mop ceramic tile floor

Wipe down and disinfect counters

Disinfect and polish sink

Wipe down outside of appliances

Empty Trash

Replenish supplies

3.3 Pricing

Monthly Pricing

Library \$_____

Police and Municipal Court Building \$_____

City Hall \$_____

Field Operations Building \$_____

Recreation Center
Excluding Community rooms \$_____

Community Room, per cleaning

This is a 3,000 sq. ft. room that may be divided in to 1,000 sq. ft. areas using folding walls.

First 1000 sq. ft. and common areas \$_____

Each additional 1000 sq. ft. \$_____

Kitchen area \$_____

Response Forms, pages 13-19:

4.0 Proposer Profile

4.1. Company Name or dba: _____

4.2. Telephone Numbers:

4.2.1 Phone: _____

4.2.2 Fax: _____

4.2.3 If there is no toll free number, does the company accept collect calls? _____

4.3 Contacts

4.3.1 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

4.3.2 Local contact for this proposal

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

4.4 Number of years company has been in business under this name: _____

4.5 Other company names used with dates, from/to: _____

5.0 Proposal Response Form

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. Proposer is:

_____ 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: _____

6.0 References

All Proposers will submit a list of at least three 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: _____

Company: _____

Contact name: _____ Phone number: _____

Company: _____

Contact name: _____ Phone number: _____

7.0 Deviation or Compliance Section

DEVIATIONS: In the event the undersigned Bidder 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 form, the Bidder assures THE City of their compliance with the Terms, Conditions, Specifications, and information contained in this bid.

All Bidders MUST COMPLETE this page.

RETURN with bid or bid may be considered NON RESPONSIVE.

Our bid is submitted according to: _____ Deviations listed above

OR

_____ No Deviations

8.0 Indemnification Clause

INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES AND CONTRACTS FOR ITSELF, INDIVIDUALLY AND AS THE BUSINESS ENTITY, TO THE CITY OF CEDAR PARK, TEXAS, TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY OF CEDAR PARK, ITS OFFICERS, AGENTS AND EMPLOYEES, 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 CONTRACTOR'S EMPLOYEES OR THOSE WORKING ON CONTRACTOR'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 THIS CONTRACT REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF CITY. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY; IF ANY.

9.0 Cooperative Purchasing

9.1 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 bid, 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 response. 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 "piggyback" procurements.

9.2 Cooperative Governmental Purchasing

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 solicitation from the successful provider. 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.

12.0 Conflict of Interest Forms

The Texas Ethics Commission had adopted forms CIQ pursuant to HB914. For questions about these forms, please see the Texas Ethics Commission at

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Please answer the CIQ questions in relation to the following individuals:

Cedar Park Mayor

- Bob Lemon, Mayor

Cedar Park City Council

- Matt Powell, Place 1
- Mitch Fuller, Place 2
- Scott Mitchell, Place 3
- Lowell Moore, Place 4
- Stephen Thomas, Place 5
- Cobby Caputo, Place 6

Cedar Park City Manager

- Brenda Eivens

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY 	
1 Name of person who has a business relationship with local governmental entity. 		
2 <input style="margin-right: 10px;" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 Signature of person doing business with the governmental entity Date		

Adopted 06/29/2007