



RFP #01-014-211

**Subject: Website Redesign
Updated February 22, 2011**

Due: March 18, 2011 at 2:00 PM Central Standard Time

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

Cedar Park Request For Proposal

Ref. No. 01-014-211

Date Issued: February 17, 2011

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

This is a Request for Proposal (RFP)

Date Issued: January 31, 2011

Subject: Website redesign		Ref. No. 01-014-211
Due Date: March 18, 2011	Time Due: 2:00 PM	Award Date: On or before June 1, 2011

1.0 General Conditions

- 1.1 This Request for Proposal (“RFP”) shall be on file in the Purchasing Office, City of Cedar Park (the “City”), City Hall, 600 N. Bell Blvd., Cedar Park, Texas 78613, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Proposers”) from the Date Issued until the Due Date and Time.

1.1.1 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 proposals.

- 1.2 Proposals must be received by the City of Cedar Park at or before 2:00 p.m. on March 18, 2011. Each Proposal must be properly identified with the subject title and date and time due. Proposals shall be submitted as follows: eight (8) written, hard-copy copies of the proposal and one (1) copy of the proposal in electronic format on a CD-ROM, and delivered in a sealed envelope via mail, courier service, or hand delivery to:

Cindy Hallett, C.P.M.
Purchasing Manager
600 N. Bell Blvd.
Cedar Park, Texas 78613

FAXED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.

READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND REQUIRED ATTACHMENTS. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION SHALL RESULT IN REJECTION OF THE PROPOSAL.

During the pendency of this RFP, Proposer shall not contact any City staff or City Council Members except those designated herein 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., cindy.hallett@cedarparktx.us, and received no later than March 11, 2011 in order to be answered. You may also contact the City’s Purchasing Manager at 512-401-5162.

- 1.3 Any material information provided one Proposer concerning this RFP shall be provided 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 without notification. 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.
- 1.4 Receipt of an addendum to a Proposal must be acknowledged by signing and returning the addendum with the Proposal.
- 1.5 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 (Article 5.0 of this RFP) 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 themselves or the entity they represent to an agreement.
- 1.6 Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form (Article 7.0 of this RFP) 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 (Article 7.0 of this RFP) upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.
- 1.7 Proposals will be opened at 2:00 PM CST on March 19, 2011. Proposals cannot be altered or amended after the March 18, 2011 2:00 PM CST deadline. Alterations made before opening must be signed by the Proposer or Proposer's agent. No Proposal may be withdrawn after the date and time of opening without approval of the Project Manager.
- 1.8 The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
- 1.9 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 which serves the best interest of the City.
- 1.10 The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
- 1.11 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 for the purpose of correcting any error by the Proposer or Proposer's agent.
- 1.12 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 offering the best value, and not necessarily to the Proposer offering the lowest price. A Proposal may be evaluated and selected on the basis of reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty.

- 1.13 If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:
 - 1.13.1 At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to the date of termination.
 - 1.13.2 The successful Proposer may terminate the awarded contract at its convenience by providing thirty (30) days written notice to the City, without penalty.
- 1.14 If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.15 All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.16 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, in writing, and the acceptance of any such substitution shall be in the City's sole discretion.
- 1.17 Any contract awarded pursuant to this RFP is not assignable.
- 1.18 The City is tax exempt under Tax code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- 1.19 Invoices for partial payment must be approved in advance by the Project Manager.
- 1.25 Undisputed payments will be submitted to Proposer within thirty (30) days from receipt of original invoice.
- 1.26 Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Proposer.
- 1.27 Trade secrets and confidential information contained in a Proposal maybe 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. 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

- 1.28 The obligations of the parties under a contract awarded through this RFP are primarily performable in Williamson County, Texas. Exclusive venue shall be Williamson County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 1.29 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.

2.0 Special Conditions

2.1 Scope of Work.

2.1.1 The successful Proposer shall provide the products, services and expertise necessary to complete a website that meets the City's needs as outlined in this RFP. The City requires a fully integrated website complete with all necessary items to render the System fully functional and operational. The City seeks a flexible System that will allow the operator to manipulate and create visual displays and easily update information and in any format the City desires. The pursuing contract will be for a term of one (1) year, with an option of up to four (4) one-year (1-year) renewals if both parties agree.

2.1.2 The successful Proposer shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this RFP.

2.2 Insurance.

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

A. Workers' Compensation and Employers' Liability

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

B. Commercial General Liability

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

2.2.2 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.

C. Commercial Automobile Liability Limits

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

- 2.2.3 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 600 North Bell Blvd., Cedar Park, Texas 78613.
- 2.3 Damage Provision.
 - 2.3.1 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 Proposer an invoice stating the actual cost of repairing or replacing the damaged property. Proposer shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should Proposer refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to Proposer for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent.
- 2.4 Proposal Terms. By signing and submitting this Proposal, Proposer agrees:
 - 2.4.1. To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
 - 2.4.2. That the products, services, and expertise shall be delivered within the time specified in the Proposal.
 - 2.4.3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER SHALL FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CEDAR PARK, ITS MAYOR, CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, LOSSES, LIABILITIES, OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS RELATED TO DAMAGES OR INJURIES TO REAL OR PERSONAL PROPERTY AND PERSONS, INCLUDING DEATH, INCLUDING ANY AND ALL RELATED COSTS, EXPENSES, COURT COSTS, AND ATTORNEY FEES, WHETHER BROUGHT BY PROPOSER OR ANY OF PROPOSER'S OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, THAT MAY DIRECTLY OR INDIRECTLY ARISE OUT OF, OR IN CONNECTION WITH PROPOSER'S ACTIONS AND/OR OMISSIONS, WHETHER CAUSED BY THE SOLE OR JOINTLY NEGLIGENT, GROSSLY NEGLIGENT, RECKLESS, OR WILLFUL ACTS AND/OR OMISSIONS OF PROPOSER, ITS OFFICERS, AGENTS, OR EMPLOYEES.**

2.5 Grading Criteria. Proposal responses will be graded on the following criteria:

2.5.1 Basic Qualifications (10 points)

Provide general information relative to the Proposer's size, history, personnel and areas of expertise. References to applicable awards, associations, etc. may also be included. Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational background and certifications. Specify the name and contact information for Proposer's main point of contact with respect to this Proposal.

2.5.2 Performance History (15 points)

Provide an overview of the Proposer's specific experience on similar projects including web design and projects involving a governmental entity. List all clients with similar projects (within the last 10 years). The listing should include the name of the agency/client, contact person, year(s) the service was provided, type of project and scope of services provided, annual contract value. The Proposer shall provide at least three (3) references from actual clients on the forms provided.

2.5.3 Demonstrated Innovation, Creativity, and Responsiveness (15 points)

Provide a narrative description of the Proposer's resources and ability to deliver services required for the project. Provide techniques and examples of how the Proposer provides clients with innovative and creative methods for public education. Demonstrate how the Proposer is responsive to the client's needs.

2.5.4 Price (35 points)

The City believes in prudently expending public tax dollars. Provide a brief narrative describing the metrics used by the Proposer to illustrate that the expenditure is a "good value" for the client. The successful Proposer will provide pricing information for website redesign for the City of Cedar Park.

2.5.5 Proposed Project Approach and Scope of Work (25 points)

Provide a narrative that conveys an understanding of the project goals and objectives and how the Proposer will meet them. Demonstrate the Proposer's capabilities and approach to redesigning the City's website. The City has had its current website design for the past five (5) years; address how Proposer will utilize any strengths and address the areas of weakness of the current website.

Identify key personnel to be used and their areas of responsibility. Provide a breakdown of time and staff by work activity.

2.6 Process for Evaluation of Proposals. All Requests for Proposals will be initially evaluated and ranked based on the weighted evaluation criteria, using the point values shown above. The submittals will be reviewed and evaluated by an Evaluation Committee on the basis of the 100 point rating system. The evaluation shall be based on the responsiveness of the submittal to the needs of the City and to the requirements as stated herein. Each member of the Evaluation Committee shall complete an evaluation form for each Request for Proposal submitted. The final rating for each submittal shall be based on the average of the total score compiled by all the members of the Evaluation Committee. Once the Proposals have been reviewed, a short list will be compiled by an Evaluation Committee.

Interviews will be conducted with the Proposers most qualified. Additional information may be required at that time.

3.0 Specifications

The goal of the City of Cedar Park is to have an interactive website that is clean and simple, attractive, well-organized, and easy to navigate.

The website should reflect the unique nature of the Cedar Park community. Cedar Park is a growing community, located just twenty (20) minutes from downtown Austin, Texas. Cedar Park has experienced 143% population growth since 2000 and is the third largest city in the Austin metropolitan area. The current population within the city limits is approximately 55,000 with a total service area of 79,000. Cedar Park was named one of the "Top Ten Places to Raise a Family" by Family Circle magazine in 2007. The typical Cedar Park citizen is young, educated, and technologically savvy. The average age of Cedar Park residents is 31. Around twenty percent of Cedar Park households earn an annual income of \$100,000 to \$149,000, and more than a quarter of households fall into the \$50,000-\$74,999 income bracket annually. Although Cedar Park is primarily a residential community, the business community is growing. Proposers are encouraged to utilize demographic data in the development of a campaign.

Creativity and innovation are encouraged. The website redesign is inclusive of the creation, development and execution of the site. The successful Proposer will develop and launch the redesigned website within three months after the award of the contract, unless otherwise negotiated.

The successful Proposer will demonstrate how it will utilize the City's current color scheme, service mark and branding. The successful Proposer will also demonstrate how the following logos will be better organized and utilized on the City's homepage: Twitter, Facebook, YouTube, Flickr, RSS Feed, CPTV-10, Cedar Park Fun, Texas Stars, Austin Toros, Cedar Park Center, Film Friendly Texas Community, Family Circle Best Town for Families, Water IQ, and Cedar Park Founded 1887. The City has secured permission to utilize on its website the logos which do not specifically belong to the City. Most of the logos should link to other pages.

Proposer shall provide total cost for development, implementation and administration of a website with the following specifications:

3.0 Design

- 3.1 Existing information must be reorganized in a cleaner, more aesthetically-pleasing way
- 3.2 Website must be interactive and engage viewer
- 3.3 Video player with live streaming, if possible, must prominently placed on home page, to showcase our cable channel CPTV-10.
- 3.4 Formatted for widescreen
- 3.5 Must be customized
- 3.6 Must be simple and easy to read and navigate
- 3.7 Incorporate City logo and tagline
- 3.8 Most important information easily accessible from homepage
- 3.9 Information organized by:
 - 3.9.1 Department

- 3.9.2 Topic
- 3.9.3 Target users
- 3.10 Multiple levels of click-through menus and sub-menus must be improved and better-organized
 - 3.10.1 Section 508 compliant
 - 3.10.2 Offer breadcrumbs/“click-throughs”
 - 3.10.3 Offer a site map
 - 3.10.4 Offer customization options
 - 3.10.5 Ability to play video on site, where needed
 - 3.10.6 Ability to be fluid in the creation of style sheets.
- 3.11 Interactive tools to include, but not limited to:
 - 3.11.1 Filterable calendars
 - 3.11.2 E-notification
 - 3.11.3 E-newsletters
 - 3.11.4 FAQ
 - 3.11.5 Advanced site search
 - 3.11.6 Job postings
 - 3.11.7 Maps with Computer Aided Design (CAD) and Geographic Information System (GIS) information displayed in real time
 - 3.11.8 User feedback posting
 - 3.11.9 Searchable contact list
- 3.12 Applications/engines to include, but not limited to:
 - 3.12.1 Video and/or live stream player on home page
 - 3.12.2 Online vendor registration
 - 3.12.3 Online applications for various city services
 - 3.12.4 Online solicitations to vendors
 - 3.12.5 Online service request
 - 3.12.6 Online survey and response capture
 - 3.12.7 Online bill pay
 - 3.12.8 Online employment application
 - 3.12.9 Social media integration
 - 3.12.10 Mobile app or mobile version
 - 3.12.11 Ability to integrate customer service apps and software, such as Public Stuff
- 3.13 Content Management System
 - 3.13.1 Source code included to allow customization
 - 3.13.2 Browser-based administration
 - 3.13.3 Ability to for City staff to add, edit, delete, modify and move pages without programming
 - 3.13.4 Ability for City staff to maintain and update website
 - 3.13.5 Banner must

- 3.13.5.1 Not be static, but rather be a “slideshow”
- 3.13.5.2 Include photos and collages of local people, landmarks and City buildings
- 3.13.5.3 Be able to be updated and changed by City staff at any time
- 3.13.6 Allow rotation of content/content scheduling
- 3.13.7 Must include calendar application
- 3.13.8 Must include scrolling events calendar
- 3.13.9 Datable page zones
- 3.13.10 Form authoring tool to create:
 - 3.13.10.1 Form-to-email forms
 - 3.13.10.2 Form-to-database
- 3.14 Page design and formatting that will include:
 - 3.14.1 Ability to email page links to other users
 - 3.14.2 Printable pages
- 3.15 Search and replace tool
- 3.16 Secure administration and content approval workflow
- 3.17 Email address masking
- 3.18 Single-source web publishing
 - 3.18.1 Enable administration to change a single page and effect multiple changes
- 3.19 Site features that include, but not limited to:
 - 3.19.1 Document central
 - 3.19.2 Image library
 - 3.19.3 Link library
- 4.0 Data Migration
 - 4.1 Analysis of data of existing City website
 - 4.2 Determination of data to be migrated
 - 4.3 Establishment of plan and timeline of data migration

All data migration of existing City database is to be coordinated and approved by the Project Manager for the City of Cedar Park as specified:

Jennie Huerta
Media & Communications Manager
City of Cedar Park
600 N. Bell Blvd.
Cedar Park, TX 78613
Office Phone: (512) 401-5006
Mobile Phone: (512) 799-0028
Email: jennie.huerta@cedarparktx.us

REQUIRED FOR INCLUSION IN PROPOSAL
5.0 Proposer Profile

5.1. Company Name or D/B/A: _____

5.2. Telephone Numbers:

5.2.1 Phone: _____

5.2.2 Fax: _____

5.3 Contacts

5.4 Corporate Contact for this Proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Website: _____

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

5.4.2 Local Contact for this Proposal

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

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

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

5.7 In the past three years, has the company been involved in litigation? If so, provide explanation.

REQUIRED FOR INCLUSION IN PROPOSAL

6.0 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

I certify that I have the express authority to complete and submit this response to RFP # 01-14-211 and to bind myself or the business entity I represent to the submitted response.

Signature: _____

Printed Name: _____

Corporation/Partnership/DBA Name: _____

Title: _____

Date: _____

REQUIRED FOR INCLUSION IN PROPOSAL
7.0 References

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

Company: _____

Contact name: _____ Phone number: _____

Company: _____

Contact name: _____ Phone number: _____

Company: _____

Contact name: _____ Phone number: _____

Are there deviations from the specifications? Yes ☐ No ☐

If yes, please explain on the following page.

REQUIRED FOR INCLUSION IN PROPOSAL

8.0 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.

Our Proposal is submitted according to: _____ Deviations listed above

OR

_____ No Deviations

REQUIRED FOR INCLUSION IN PROPOSAL

8.0 Non-Collusion Acknowledgment

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

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

9.0 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.

Proposer Name _____ Date _____

Signature of Company Officer: _____

Company Officer printed name: _____

E-mail Address _____

REQUIRED FOR INCLUSION IN PROPOSAL

10.0 Cooperative Purchasing

11.1 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 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.

11.2 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 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.

REQUIRED FOR INCLUSION IN PROPOSAL

11.0 Conflicts of Interest

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form 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

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

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
- Tony Dale, Place 5
- Don Tracy, 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 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

REQUIRED FOR INCLUSION IN PROPOSAL

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,