



**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS (RFP)**

**For**  
**Marketing – COVID 19 Relief Spending**

**RFP No. ACM-2103-RFP**

**Issued: February 26, 2021**

**PROPOSAL SUBMISSION DEADLINE:**

**\*\*\*\*\* Monday, March 12, 2021 by 1:30PM CST Local Time \*\*\*\*\***  
***NO LATE PROPOSALS SHALL BE ACCEPTED***

<p><b><u>RESPONSES SHALL BE DELIVERED TO:</u></b></p> <p>CITY OF DESOTO PURCHASING AND  CONTRACTING DEPARTMENT  City of DeSoto  211 E. Pleasant Run Road  DeSoto, Texas 75115</p>	<p><b>- OR -</b></p>	<p><b><u>RESPONSES SHALL BE MAILED TO:</u></b></p> <p>CITY OF DESOTO PURCHASING AND  CONTRACTING DEPARTMENT  City of DeSoto  211 E. Pleasant Run Road  DeSoto, Texas 75115</p>
<p><b>Pre-Submittal Teleconference Conference will be held:</b>  Thursday, March 4, 2021 at 2:00 P.M. CST  The phone number and access pin is:  Phone: 1 (872) 240-3412;  Access Pin: 731-274-117</p>	<p><b>NAME AND ADDRESS OF COMPANY  SUBMITTING PROPOSAL:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>Contact Person:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Phone:</b> (    ) _____ <b>Fax:</b> (    ) _____</p> <p><b>Email:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Printed Name:</b> _____</p>	
<p><b>FOR ADDITIONAL INFORMATION  REGARDING THIS RFP PLEASE CONTACT:</b>  <b>Steven Rathers</b>  <a href="mailto:srathers@desototexas.gov">srathers@desototexas.gov</a></p>		
<p><b>RETURN THIS COVER SHEET AS INTENT  RESPONSE TO:</b>  <b>Steven Rathers</b>  <b>Buyer</b>  <b>Purchasing and Contracting Department</b>  <b>City of DeSoto</b>  211 E. Pleasant Run Road  DeSoto, Texas 75115-3939  srathers@desototexas.gov</p>		
<p><b>Shall contract be available for Cooperative Contract use? (See Section 26, page 8) Yes _____ No _____</b>  Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>		

## **Request for Proposals**

The City of DeSoto is seeking the services of an experienced marketing firm to assist in reaching DeSoto citizens with critical information regarding COVID-19 assistance and promoting these programs. The City has allocated \$100,000 for marketing communication efforts specifically to residents of Desoto.

### **1.0 SUBMISSION OF PROPOSALS**

- 1.1 Proposals may be submitted in PDF format. Proposer may choose to submit a hard copy proposal and if they do so shall include one (1) original, five (5) copies, and one (1) USB flash-drive of all Proposal documents in a sealed package. Proposer's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.
- 1.2 **E-mail, Mail or Deliver Sealed Responses to the Following Address:**  
**Email PDF File(s) to:** [srathers@desototexas.gov](mailto:srathers@desototexas.gov) (include link to digital portfolio)  
or  
**Mail or Deliver to:**  
City of DeSoto  
Purchasing and Contracting Department  
211 E. Pleasant Run Road  
DeSoto, Texas 75115
- 1.3 If proposer desires not to submit a proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). The City of DeSoto is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any proposal requirement(s) which may have influenced your decision to "No Quote."
- 1.4 If response is not received in the form of a "Request for Proposals" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your firm wishes to be classified.

### **2.0 DELIVERY OF PROPOSALS**

Proposals must be received in the City of DeSoto's Purchasing and Contracting Department no later than 1:30 p.m., Monday, March 12, 2021. The submitting Proposer is responsible for the means of delivering the proposals to the location listed in paragraph 1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or the City of DeSoto's internal mailing system or faults in email delivery will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded in City of DeSoto Purchasing and Contracting Department is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

### **3.0 PROPRIETARY INFORMATION**

- 3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary

information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

- 3.2 Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of DeSoto, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

#### **4.0 COMPLETION OF RESPONSES**

- 4.1 Information presented in the Proposals will be used to evaluate the professional qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide professional services to the City.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

#### **5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the Purchasing and Contracting Department, at least ten (10) days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.
- 5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications should be submitted via PublicPurchase.com or emailed to srathers@desototexas.gov. Emails must clearly identify the RFP Number and Title.
- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of DeSoto Purchasing and Contracting Department. Proposers shall acknowledge receipt of all addenda within the responses.

#### **6.0 WITHDRAWAL OF PROPOSALS**

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

## **7.0     AWARD OF CONTRACT**

7.1     It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of DeSoto. Receipt and consideration of any Proposals shall under no circumstances obligate the City of DeSoto to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

7.2     The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

### **7.3     Tentative Schedule of Events**

<b>RFP Release Date</b>	Friday, February 26, 2021		
<b>Pre-Bid Meeting</b>	Thursday, March 4, 2021	at 2:00 PM CST	Phone: 1 (872) 240-3412; Access Pin: 731-274-117
<b>Proposal Due Date</b>	Friday, March 12, 2021	at 1:30 PM CST	Emailed to srathers@desototexas.gov or Delivered to City of DeSoto Purchasing and Contracting Department
Contract Awarded by City Council	April 6, 2021		
Contract/Service Effective Date	April 2021 – October 2021		

## **8.0     PERIOD OF ACCEPTANCE**

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

## **9.0     TAX EXEMPTION**

The City of DeSoto is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

## **10.0    COST INCURRED IN RESPONDING**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

## **11.0    NEGOTIATIONS**

The City reserves the right to negotiate all elements that comprise the successful Contractor's response to ensure that the best possible consideration be afforded to all concerned.

## **12.0 CONTRACT INCORPORATION**

The contract documents shall include the City's Contract and such other terms and conditions as the parties may agree.

## **13.0 NON-ENDORSEMENT**

If a Proposal is accepted, the successful Proposer, hereinafter "Contractor," shall not issue any news releases or other statements pertaining to the award or servicing of the Contract that state or imply the City of DeSoto's endorsement of the successful Proposer's services.

## **14.0 UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, Buyer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

## **15.0 PROPOSAL EVALUATION PROCESS**

15.1 An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more firms, and may recommend one or more firms to the City Manager. Selection of a firm may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

15.2 The City's evaluation panel will review all responsive submittals and select the best evaluated proposals for further interview.

15.3 The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested professional services to the City of DeSoto.

15.4 The City reserves the right to reject any or all proposals.

## **16.0 PROPOSAL EVALUATION FACTORS**

16.1 Experience and qualifications – **25 points available**

16.2 Specific knowledge of the DeSoto area and market -**25 points available**

16.3 Cost effectiveness of proposed marketing and communications strategic plan; including resident reach in relation to dollars expended - **15 points available**

16.4 Ability to substantiate the effectiveness of proposed communication, marketing and advertising strategies and its timely completion. - **20 points available**

16.5 Creativeness in marketing advertising tools and three (3) references of marketing advertising services successfully rendered (Attachment G). - **15 points available**

## **17.0 GENERAL PROVISIONS**

The Contractor may not assign its rights or duties under an award without the prior written consent of the City of DeSoto. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

## **18.0 ERRORS OR OMISSIONS**

The Contractor will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Contractor shall promptly notify the City of DeSoto Purchasing and Contracting Department in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

## **19.0 TERMINATION**

19.1 If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a thirty (30) day written notice prior to cancellation. In the event of termination, the City of DeSoto reserves the right to award a contract to next lowest and best Contractor as it deems to be in the best interest of the City of DeSoto.

19.2 Further, the City of DeSoto may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of DeSoto will return any delivered but unpaid goods in normal condition to the Contractor.

## **20.0 TERMINATION, REMEDIES AND CANCELLATION**

Right to Assurance. Whenever the City has reason to question the Contractor's intent to perform, the City may demand that the Contractor(s) give written assurance of Contractor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

## **21.0 CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of DeSoto's Purchasing and Contracting Department and signed by both parties. Change orders must be prior approved by the City of DeSoto City Council when the amount exceeds \$50,000.00.

## **22.0 VENUE**

The Contract(s) will be governed and construed according to the laws of the State of Texas. The Contract(s) is (are) performable in Dallas County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

## **23.0 INSURANCE**

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor shall procure and maintain insurance of the types and amounts checked in paragraphs "A" through "F" on the Insurance Requirements sheet.

**The Contractor shall require each of its subcontractors to procure and maintain, until final completion, acceptance and guarantee of each subcontractor's work, the same insurance of the types and amounts as checked on the Insurance Requirements sheet.**

**Certification and Cancellation:** The Contractor shall furnish prior to the start of work called for in the contract the Acord certificate of insurance form for insurance documentation purposes as well as an endorsement letter from their Agent/Broker.

The awarded Contractor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet of this RFP. Upon award, the Acord certificate of insurance form must be completed by the Contractor's insurance agent/broker and submitted to the Purchasing and Contracting Department. It must be stated on the Acord form that the City of DeSoto has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that the City of DeSoto has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the City's Insurance Officer and **must follow exactly the format of the letter attached as page 17. The authorized representative who signs the Acord form must sign the letter as well.** The date of the letter must be **on or after** the date stated on the Acord certificate of insurance.

The City of DeSoto will not accept insurance coverage, other than Excess Liability coverage, from insurance providers that are surplus lines writers in Texas. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the State of Texas.

Please note that the Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.

**Company name and address must conform on all documents including insurance documentation.** The Contract number, project name and a brief description must be inserted in the "Description of Operations" section of the Acord form. **It must be confirmed on the Acord Form that the City of DeSoto is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" section. The "Description of Operations" section should also reference Contract No. (provided to the awarded Contractor), City of DeSoto Marketing- COVID -19 Relief Spending.**

The Contractor shall be responsible for maintaining the specified insurance coverage in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Texas and acceptable to the Risk Officer, City of DeSoto. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Texas excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Texas Insurance Department.

**All Subcontractors shall carry the same levels of insurance coverage as those specified for the Contractor.**

#### 23.1 Insurance Requirement Sheet:

**Insurance Requirements:** Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, **the Contractor and its Subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.**

- ☒ A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
- ☐ 1. Commercial General Liability.
  - ☒ 2. City as additional insured.
  - ☐ 3. Owners and Contractors Protective Liability (separate policy in the name of the City).
- ☒ B. Comprehensive Automobile Liability, with minimum coverage of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- ☐ C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by City's Risk Officer.
- ☒ D. Workers' Compensation and Employer's Liability, with minimum coverage as provided by Texas State Statutes.
- ☒ E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- ☐ F. Other (Builder's Risk, etc.): \_\_\_\_\_.
- ☒ G. CERTIFICATE HOLDER: CITY OF DESOTO

#### **24.0 CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.

#### **25.0 CONTRACT CONSTRAINTS AND CONDITIONS**

- 25.1 All services shall be provided in accordance with applicable requirements and ordinances of the City of DeSoto, laws of the State of Texas, and applicable federal laws.
- 25.2 The Contract(s) awarded from this RFP shall be executed for a six (6) month term (tentative).

#### **26.0 COOPERATIVE PURCHASING**

- 26.1 Should other governmental entities decide to participate in this contract, Proposers, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
- 26.2 If the successful Proposer agrees to extend the resulting contract to other governmental entities, the following will apply: Governmental entities within utilizing Contracts with the City of DeSoto will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of DeSoto will be billed directly to that governmental entity and paid by that governmental entity. The City of DeSoto will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/services as needed.



## **27.0 PAYMENT**

All payment terms shall be “Net 30 Days” unless otherwise specified in the proposal.

27.1 Service provider shall invoice no more frequently than monthly for services provided.

27.2 Invoices shall be submitted to the City department that ordered and received the services provided.

27.3 Successful proposers are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms provided by the City’s Purchasing and Contracting Department at your request.

## **28.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295**

The successful proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation if the purchase/contact will be presented to the City Council. The form is completed at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## **29.0 CHANGES IN COMPANY NAME OR OWNERSHIP**

The Contractor shall notify the City’s Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director’s resolution approving the action, or an executed merger or acquisition Contract. Failure to do so may adversely impact future invoice payments.

## **30.0 SCOPE OF WORK**

The City of DeSoto is seeking the services of an experienced marketing firm to assist in reaching DeSoto citizens with critical information regarding COVID-19 assistance and promoting these programs. The City has allocated \$100,000 for marketing communication efforts specifically to residents of Desoto.

Interested firms must submit:

- A marketing and communication plan identifying strategies including all tools, media, platforms, channels, pieces, etc. proposed to reach target audiences. Include both organic and paid. (Portfolios submissions are highly encouraged to show previous work examples)
- Identification of any expectations of the City. Information or resources requested or needed.
- A comprehensive implementation budget including itemized costs (marketing, purchases, staff etc.) that shall not exceed \$100,000.
- Performance metrics: identify expected views, reach, contacts, etc. by residents of DeSoto. Include proposed methods of tracking and analyzing success.
- A complete implementation timeline. Including phases, dates and expected deliverables.

A marketing firm will be selected based on:

- The experience and qualifications of the firm.
- The firm's specific knowledge of the DeSoto area and market.
- The cost effectiveness of the proposed marketing and communication strategic plan; including resident reach in relation to dollars expended.
- The ability of the firm to substantiate the effectiveness of proposed communication, marketing and advertising strategies and its timely completion.
- Creativeness in marketing advertising tools and three references of marketing advertising services successfully rendered.

**ATTACHMENT "A"**  
**OFFICIAL PROPOSAL FORM and CERTIFICATION**  
**FOR THE CITY OF DESOTO, TEXAS**

**This certification must be submitted with the proposal.**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on individual Purchase Orders:

*The line items* listed in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER SHOULD BE DESIGNATED IN OFFERER'S NOTES, EVEN IF PROPOSALDING AS SPECIFIED.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Proposal, Clarification Letters, and General Terms and Condition Specifications, all of which are made a part of this offer.

All pages of The City of DeSoto's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT  
CONDUCTED BUSINESS WITH THE CITY OF DESOTO  
FEDERAL FORM W9 REQUIREMENT:**

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of DeSoto Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of DeSoto, Purchasing Department, 211 East Pleasant Run Rd. DeSoto, TX 75115.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of DeSoto.

### **PROPOSERS CERTIFICATION:**

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Proposal. I also understand that if this proposal is accepted by The City of DeSoto that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of DeSoto, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

#### **OUR company is a (Check One):**

Corporation           \_\_\_(The Proposal MUST be signed by an Officer of the company)  
Partnership           \_\_\_(The Proposal MUST be signed by a General Partner)  
Joint Venture       \_\_\_(The Proposal MUST be signed by an Officer of the company)  
Sole Proprietor       \_\_\_(The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE \_\_\_ WBE \_\_\_ SBE \_\_\_

Has the company been certified as a SMWBE by any governmental agency?

Yes \_\_\_ No \_\_\_

If yes, specify the governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

### **ADDENDUMS:**

The Proposer acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

ADDENDUM # 1 \_\_\_\_\_

ADDENDUM # 2 \_\_\_\_\_

ADDENDUM # 3 \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

COMPANY REPRESENTATIVE  
NAME: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

**ATTACHMENT “B”**

**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

<b>To Be Completed By Contractor:</b>
---------------------------------------

"I, \_\_\_\_\_ (Name of certifying official), the \_\_\_\_\_  
(title or position of certifying official) of \_\_\_\_\_ (name of  
company), does hereby verify on behalf of said company to the City that  
said company does not Boycott Israel and will not Boycott Israel (as that  
term is defined in Texas Government Code Section 808.001) during the  
term of this contract.

\_\_\_\_\_  
Signature of Certifying Official

Title:

Date:

## **ATTACHMENT “C”**

### **CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of DeSoto) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the DeSoto City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

Questions about compliance shall be directed to the bidder’s or proposer’s own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

☐

Yes

☐

No

B. Is the vendor 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 interest of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

**ATTACHMENT "D"**  
**BUSINESS INFORMATION FORM**

**Complete Legal Name of Business**

\_\_\_\_\_  
(Address) \_\_\_\_\_

\_\_\_\_\_  
(City/State/ZIP)

**Form of Business Entity (check one)**

- ☐ Texas corporation                      ☐ Texas non-profit corporation  
☐ Out-of-State corporation              ☐ Texas professional corporation

\_\_\_\_\_ state of incorporation  
(check one) \_\_\_\_\_ profit \_\_\_\_\_ non-profit

- ☐ Texas general partnership              ☐ Texas limited partnership  
☐ Out-of-State partnership

\_\_\_\_\_ state where partnership is legally registered

- ☐ Individual doing business as \_\_\_\_\_  
☐ Texas limited liability company  
☐ Other (describe) \_\_\_\_\_

**List the full name of each Officer of the Company:**

PRESIDENT: \_\_\_\_\_

VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

Who is legally authorized to sign and execute contracts? \_\_\_\_\_

Who, if anyone, is required to witness contract signatures? \_\_\_\_\_



**ATTACHMENT "E"**  
**CITY OF DESOTO**  
**INSURANCE REQUIREMENT AFFIDAVIT**

<b>To Be Completed By Insurance Agent/Broker and Responder</b>
--

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Desoto, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Desoto meeting all of the insurance requirements in this proposal.

Insurance Coverage Reviewed: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

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

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

City/State/ZIP: \_\_\_\_\_

Telephone No: (     ) \_\_\_\_\_ Fax No: (     ) \_\_\_\_\_

Proposer's Name and Company: \_\_\_\_\_

Proposal No. and Title: \_\_\_\_\_

**Insurance Agent/Broker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.
--

If the above fifteen day requirement is not met, the City of Desoto has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager (972) 230-9685.

**Proposer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTACHMENT "F"**  
**DRUG-FREE WORKPLACE CERTIFICATION**

The \_\_\_\_\_(company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premise of the \_\_\_\_\_ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned Subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Subcontractor's policy statement;

Notifying the employees in the Subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the Subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the Subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

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

**ATTACHMENT "G"**  
**QUALIFICATIONS & REFERENCE SHEET**

**Please Complete and Return This Form with the bid**

The Contractor shall furnish, with the RFP, the following information, for at least five (5) recent references to whom products and/or services have been provided that are similar to those required by this RFP.

1. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     ) \_\_\_\_\_
  
2. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     ) \_\_\_\_\_
  
3. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     ) \_\_\_\_\_
  
4. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     ) \_\_\_\_\_
  
5. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number (     ) \_\_\_\_\_