

CITY OF ALAMO HEIGHTS
ADMINISTRATION DEPARTMENT



REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY MANAGED
SERVICES

SUBMITTAL DEADLINE
December 9, 2016 @ 2:00 P.M. CST

**NOTICE OF
REQUEST FOR PROPOSALS (RFP) FOR
INFORMATION TECHNOLOGY MANAGED SERVICES
CITY OF ALAMO HEIGHTS, TEXAS**

The City of Alamo Heights invites the submission of proposals from Respondents who can thoroughly document their ability to provide the expertise and management skills necessary to furnish, install, maintain, upgrade and repair an information technology system.

If your company has demonstrated experience in information technology managed services, and is interested in making its services available to the City of Alamo Heights, you are invited to respond to the Request for Proposals (RFP).

Copies of this RFP are available from the City's Internet site at
<http://www.alamoheightstx.gov/rfp/>

The RFP document may also be obtained from the City of Alamo Heights City Hall, 6116 Broadway, Alamo Heights, Texas 78209, if you are unable to download the document from the city's website.

The City of Alamo Heights, Texas will receive proposals at the Alamo Heights City Hall, 6116 Broadway, Alamo Heights, Texas 78209 until December 9, 2016 at 2:00 P.M.
No proposals will be accepted after the stated deadline.

Questions concerning the RFP should be submitted to the City of Alamo Heights, 6116 Broadway, Alamo Heights, Texas 78209, Attn: Marian Vargas Mendoza, phone 210-882-1508, fax 210-822-8197, mvargas@alamoheightstx.gov no later than 10:00 a.m. on November 28, 2016.

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I. Introduction

The City of Alamo Heights is soliciting proposals from qualified professional vendors to provide Information Technology managed services. The qualified vendor will enable the City to continue to improve information technology (IT) effectiveness, enhance its quality of services, minimize its support cost, and maximize return on investment in IT.

The qualified vendor would provide necessary technical services, which would enable the City to:

- Protect and secure its technology facilities
- Ensure the efficient operation of its data processing networks and related computer systems in its defined user community
- Enhance its quality of service for departments defined in the enclosed schedules
- Minimize the spending and maximize the ROI for investment in technology

The ideal vendor will resolve computer systems and network issues in accordance with standard and acceptable maintenance and support benchmarks. The successful vendor will be expected to organize HELP DESK service calls efficiently and to ensure that there is NO significant computer downtime during normal working hours, generally 7:30AM to 5:30PM, Monday through Friday, in addition to 24 hour operations for Public Safety. The vendor is expected to report on status of technology issues and communicate effectively with City departments.

II. Background Information

The City of Alamo Heights does NOT have an IT Department and is currently using an outside vendor service to provide Information Technology Managed Services.

There are 10 Microsoft Windows servers being utilized throughout the City's departmental infrastructure. These servers use a variety of software, and are both physical and virtual. They have various memory and hard drive sizing. The City e-mail is hosted on a local Exchange 2013 Server. The system connects to the internet via Fiber 20 Mb provided by Time Warner. The City is using barracuda backups, spam filter, web filter and message archiver. The City has 2 firewalls (1) ASA-5510 and (1) 5505.

There are approximately 63 PC's in the departmental areas to be covered under the service and support agreement with the successful vendor. These PC's are located throughout three different buildings; all buildings are on a centralized campus. These PC's are all HP but vary in age, specifications, software, and service pack versions. Windows 7 Professional is the prevalent operating system used on the workstations. The City deploys Webroot as its prevalent anti-virus software and uses various versions of Windows software.

Experience in Public Safety Systems and Criminal Justice Information Systems (CJIS) Security Policy preferred. This experience can be noted in the response. Additionally, all IT vendors having access to the City of Alamo Heights Public Safety Servers must submit to a fingerprint and criminal history check conducted by the Department of Public Safety in San Antonio.

III. Services Required

This section summarizes the services to be provided to the City of Alamo Heights in this RFP. The City is looking for a maintenance and support program to be designed under two major categories. These categories are PREVENTIVE MAINTENANCE and AS NEEDED MAINTENANCE, to accommodate departmental computer system activities and user equipment performance. The City expects the vendor proposal to define, in detail, the approach to be used in the above categories. Distinction of time and material costs for these efforts are important to billing the City and future budget considerations.

1. **Desktop Applications Support** – Perform basic support functions including installing PCs, laptops, printers, peripherals, and office automation software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications and identifying and correcting end user hardware problems, and performing advanced troubleshooting. Maintain an up-to-date inventory of all City computer related hardware and make available to City personnel upon request. Assist designated City personnel with software and hardware purchases. Assist in development of software/hardware policies and procedures. Implementation of HELP Desk procedures, maintenance of records for all HELP Desk tickets for on-site visits, remote support and telephone support is available.
2. **Server Administration Services** – Managing computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records of the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation.

Setup new users and edit or remove existing users on server(s). Server performance and capacity management services with reporting when specified thresholds are reached. Configuration management, including changes, upgrades, patches, etc. Support of specialized software of the City of Alamo Heights as it relates to the server(s) and associated hardware. Management of user logins and security. Coordinate repair and maintenance work with contracted repair vendors and ensure repairs are conducted in a timely fashion.

3. **Network Administration Services** – Scope of activity includes all City network equipment including switches, firewalls, routers, and other security devices. Primary installation and maintenance of printers, scanners, faxes and network devices. Primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades. Alert notifications to designated City personnel in the event of failure. Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached. Network performance and capacity management services, and network troubleshooting. Maintain network documentation and procedures.
4. **Security** – Maintenance of virus detection programs of City servers, email and all other City computers and laptops. Perform security audits as requested and notify City personnel immediately of suspected breaches of security or intrusion detection. Configure City system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel. Configuration of the City systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the City Designee is required.

Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

5. **Strategic Planning** – Engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades, redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchasing and technology needs. Install new PCs, servers, software and hardware and transfer data when acquired. Strategic planning, design, and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema redesign, installation of “core” network devices, etc.

IV. Submittal Requirements

The following information shall be required in the RFP submittal:

1. **Letter of Transmittal** – The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:
 - a. Company name, address, and telephone number(s) of the firm submitting the proposal.
 - b. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
 - c. Federal and state taxpayer identification numbers of the firm.
 - d. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - e. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.
 - f. State which indicates “proposal and cost schedule shall be valid and binding for Ninety (90) days following proposal due date and will become part of the contract that is negotiated with the City.”
2. **General Vendor Information** – Please provide the following information:
 - a. Length of time in business
 - b. Length of time in business of providing proposed services
 - c. Total number of clients
 - d. Total number of public sector clients
 - e. Number of full-time employees and area of involvement: Technical Support, Programming, Consulting, Sales Support, Administrative Support
 - f. Location of office service the account
 - g. Small, Minority-owned, and Woman-owned business, if applicable
3. **History of Experience**

Describe how your firm is positioned to provide the services listed above and provide a history of experience of providing similar services.

4. Methodology

Description of the approach the firm will use in providing the services requested. Description of how the firm is positioned to provide the services requested, with a history of experience on providing similar services.

5. References

Provide the name, title, address, and telephone number of three references for clients whom you have provided similar services. Please provide information referencing the actual services provided, number of users, and the length of tenure providing services to this client.

6. Staff Resources

Identify key personnel who will actually provide the information technology services. Summarize the experience and technological expertise of these staff.

7. Support Services – Please answer the following:

- a. Help Desk Description
- b. Support availability (days of the week and time, including how you will deal with after hours and weekend calls)
- c. Structure of charges for support
- d. Steps for resolving problem escalation
- e. Final authority regarding conflicts
- f. Response time and goal for resolving problems

8. Additional Services

Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to the City?

9. Proposal Summary

Summarize your proposal and your firm's qualifications. Include other pertinent information that helps the City determine your overall qualifications.

10. Cost of Services

- a. The proposal must contain a fee schedule that includes either a fix fee or hourly rates for proposed services.
- b. Describe how your services are priced, and any specific pricing you are able to provide.
- c. Define any additional charges (e.g. trip charges).
- d. Do you have any state contracts that the City of Alamo Heights would be able to utilize?

11. Draft Contract Language

- a. The vendor shall submit a draft contract.

V. Evaluation Criteria and Process

A selection committee will review the vendors' qualifications. From this review, an evaluation and selection process will be completed using the following criteria as a benchmark for making a recommendation. The City Council will award the contract to

the vendor who provides a proposal that it determines provides the best value for the City. The criteria are shown below and are listed in relative order of importance:

- Experience
- Understanding of services to be provided
- Personnel expertise
- Response Time
- Pricing
- Satisfaction of clients/end users

VI. Deadline for Submissions of Proposals

One (1) original and three (3) sealed copies of the proposal must be received by the City of Alamo Heights prior to 2:00 P.M. on December 9, 2016. All copies of the proposal must be under sealed cover and plainly marked as "Information Technology Managed Services Proposal". Proposals shall be delivered or mailed to:

**City of Alamo Heights
IT Managed Services Proposal
6116 Broadway
Alamo Heights, Texas 78209**

Any questions regarding this proposal are to be submitted no later than 10:00 A.M. on November 28, 2016, to:

**Information Technology
City of Alamo Heights
6116 Broadway
Alamo Heights, Texas 78209
(210) 882-1508 Fax (210) 822-8197
mvargas@alamoheightstx.gov**

VII. General Information

1. The City of Alamo Heights reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the City's sole judgment, best meets the requirements of the project.
2. The RFP creates no obligation on the part of the City to award a contract or to compensate the proposer for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews (if held). The City reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The City further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the City may request.
4. Proposers must specifically identify any portions of their submittals deemed to contain confidential or proprietary information, or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and proposers may be required to justify why the City Council should not, upon written requests, disclose such materials.



CITY OF ALAMO HEIGHTS
 6116 BROADWAY
 ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	November 9, 2016	Request For Proposal Title
		INFORMATION TECHNOLOGY MANAGED SERVICES
DATE OF CLOSING:	December 9, 2016	DEPARTMENT: ADMINISTRATION DEPARTMENT
TIME OF CLOSING:	(No later than) 2:00 p.m. CDT	
SUBMIT TO:	City of Alamo Heights 6116 Broadway San Antonio, TX 78209	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:

 Signature of Authorized Individual

 Typed Name of Authorized Individual

 Date

 Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

(a) Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

(b) Criminal Histories. Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the

last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) Voidable Contract. Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- Partnership
- Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
- Other: If checked, list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, reorganization, or departure of key personnel within the next twelve (12) months?

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office? Years _____ Months _____

b. _____ S
state the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

ATTACHMENT D

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Alamo Heights shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Alamo Heights.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Workers' Compensation 2. Employer's Liability	Statutory \$100,000 each accident	City to be provided a waiver of subrogation.
3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Pools.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.	
5. Crime/Employee Dishonesty (including monies and securities)	\$250,000	
6. Indemnification Bond*	\$250,000	

*If applicable.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND ITS AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

ATTACHMENT G

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government 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.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1) Name of person doing business with local governmental entity.	
2) <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.	
<p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes</p>	
3) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4) Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5) Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer name in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6) Describe any other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity

Date

ATTACHMENT H

VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and
Fax of Majority Owner
Principal Place of
Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____
Signature Date

Printed Name

