



**ENNIS**  
TEXAS

**CITY OF ENNIS**

## Invitation to Bid

**Proposal Reference Number:** 24-510-14

**Project Title:** LIBRARY DIGITAL SIGN

**Proposal Closing Date:** 12:00 pm, June 20, 2024

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Attachments:

A - 24-510-14 Library Digital Sign Pricing response

# Advertisement



The City of Ennis (City) will receive bids for 24-510-14 Library Digital Sign. Specifications can be found at <https://procurement.opengov.com/portal/ennistx>. Bids will be received until 12:00 pm Thursday, June 20, 2024. Sealed proposals/bids should be submitted online at <https://procurement.opengov.com/portal/ennistx>. All questions should be fielded online at <https://procurement.opengov.com/portal/ennistx>. Bids will be opened at 107 N Sherman St., Ennis, TX 75119 at Thursday, June 20, 2024 12:00 pm.

City of Ennis  
By: Katrinia Roberson  
Title: Purchasing Manager

Bid Release Date:	June 2, 2024
Sealed Bids Due to the City:	June 20, 2024, 12:00pm
Publication Date 1:	06/02/2024
Publication Date 2:	06/09/2024

# Scope

## Scope of Services

The City of Ennis is looking to procure a digital sign for our newly renovated library. The sign will need to meet the below specifications. Bids should include the cost of the sign, installation, and spare modules.

### Bid Specifications:

- DIP LED Technology
- 2 sided digital sign (back to back configuration)
- 8mm LED
- Aspect Ratio 16:9
- Target size is 6' x 12' (but not smaller)
- Viewability in direct sunlight (Easterly / Westerly Site Orientation)
- Brightness (6,000 nits)
- Energy Efficiency
- High heat during summer (Westerly facing sign)
- Viewing distance from moving vehicle (approximately 50-100')
- Viewing speed from moving vehicle (20 Mph and slower)
- Warranty: 5 Year parts and labor
- Control Interface: Individual control for each sign (encrypted, cloud based, direct connect option)
- Spare Modules (20 minimum)(Power supply, exhaust fan & LEDs)
- Outdoor Installation
- Two pole mounting
- Located on a four lane street through fare, 10' from street edge, 3' above grade

## Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

- NONE

## Key Events Schedule

Bid Release Date:	June 2, 2024
Sealed Bids Due to the City:	June 20, 2024, 12:00pm
Publication Date 1:	06/02/2024
Publication Date 2:	06/09/2024

\*No Pre-Bid Meeting will take place. However, it is strongly encouraged that potential proposers should familiarize themselves with the locations and proposal requirements prior to submission of a bid.

# Invitation To Bid

## Introduction

- A. Project Overview: The City of Ennis is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Scope of Services.
- B. Contract parties: The City of Ennis, may herein be referred to as “the City.” The person or company responding to the solicitation may herein be referred to as the “Proposer.”
- C. Questions: Following are contacts for questions as identified.
  - i. ITB Clarifications/Questions/Inquiries: All questions related to requirements or processes of this ITB should be submitted through the Question & Answers section of OpenGov.
  - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum posted to City's OpenGov portal. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iii. Acknowledgment of Addenda: The Proposer shall acknowledge all addenda as part of their Proposal.
- D. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ). The form must be filed with the City no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
- F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission web page ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

## General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take

reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

### **ITB Withdrawals and/or Amendments**

- A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.
- B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

### **Proposal Submittal Requirements**

- A. Submittal Packet – Required Content: All bids must be electronically submitted through OpenGov.
- B. Submittal Deadline: The deadline for submittal of bids shall be as identified in the timeline for this project. It is the Proposer's responsibility to submit their Proposal before 12:00 pm on Thursday, June 20, 2024. No extensions will be granted and no late submissions will be accepted.
- C. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.
- D. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts electronic submissions. Any other format (including hard copy) will be rejected by the City at its discretion.
- E. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

### **Required Proposal Information**

**IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION.**

### **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in this ITB. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

## **Delivery of Products and/or Services**

- A. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- B. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- C. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

## **Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or scope on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Bid on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

## **Financial Responsibility Provisions**

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
  - i. Worker's Compensation and Employer's Liability insurance, including All States

- Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. **Indemnification: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Commission members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**
- C. **Bond Requirements:** Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - ii. A surety bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

### **Proposal Evaluation and Contract Award**

- A. **Proposal Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the municipality. In determining best value, the municipality may weigh and consider the purchase price option, the reputation of the Proposer and of the Proposer's goods or services; the quality and design of the Proposer's goods or service, the extent to which the goods and service meet the municipality's needs; the past relationship with the municipality, the total long-term cost to the municipality to acquire the Proposer's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.
- B. **Completeness:** If the Proposal is incomplete or otherwise fails to conform to the requirements of the ITB, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. **Ambiguity:** Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in the "Scope of Services" or "Proposal" sections of this ITB, the ITB Section



shall prevail.

- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this ITB.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Ennis for cause:
  - i. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
  - ii. The successful Proposer violates any of the provisions of these specifications; or
  - iii. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
  - iv. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v. If one or more of the events identified in Subparagraphs G. i) through iv) occurs, the City of Ennis may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi. When the contract has been so terminated by the City of Ennis, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving the successful Proposer thirty (30) days written notice. The successful Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.

# Standard Terms & Conditions

## Funding

Funds for payment have been provided through the City budget approved by the Ennis City Commission. Any anticipated orders or other obligations that may arise past the end of the current City fiscal year will be subjected to budget approval.

## Award

The City will review all bids for responsiveness and compliance with these specifications. Contracts are awarded to the proposer who provides goods or services at the best value for the municipality.

In awarding the ITB, the following criteria will be used:

- a. The purchase price;
- b. The reputation of the Proposer and of the Proposer's goods or services;
- c. The quality and extent to which the goods or services meet the City's needs;
- d. The Proposer's past relationship with the City;
- e. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
- f. The criteria listed under the other sections of the Terms and Conditions of this ITB packet as well as the Specifications.

In selecting the proposer to whom the Contract will be awarded, the City also reserves the right to consider the location of the Proposer's principal place of business, as provided by Section 271.905 or Section 271.9051 (as applicable) of the Texas Local Government Code. The City may negotiate additional work, as deemed appropriate and consistent with State Law and with the intent and terms of the resulting contract.

The City reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire ITB. The City also reserves the right to award this Bid to alternate proposers should the primary vendor become unable or unwilling to complete the contract term. All terms and conditions of the original bid will remain in effect.

## Contract

This Bid, when properly accepted by the City, along with the City's standard terms and conditions shall constitute a binding contract between the successful Proposer and the City. The City may delay acceptance of bids for thirty (30) days from the date of opening. No additional terms will apply or become a part of this Contract except for Change Orders that are approved by the City.

## Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All Change Orders must be approved in writing by the City.

## Prices

Bid prices must be firm for the duration of the contract. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; do not include tax in the Bid. Unit price should reflect all charges, including transportation or freight costs. Proposer shall bid Unit Price on quantity specified, extend, and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increases will not be considered. Successful proposers shall be required to provide a W-9 Taxpayer Identification Number and Certification.

## **Reduced Prices**

If during the term of the Contract, the successful Proposer's net prices to other customers for services provided hereunder are reduced below the contracted price, the successful Proposer understands and agrees that the price reduction shall be extended to the City. The City shall not be required to request the price reduction.

## **Delivery**

All delivery charges are to be included in the Bid Price.

## **Ethics**

The Proposer shall not offer/accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City.

## **Exceptions/Substitutions**

Exceptions and substitutions to the specifications shall not be considered.

## **Laws**

Bids must comply with all federal, state, and local laws concerning types of products specified.

## **Materials**

The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

## **Minimum Standards for Responsible Proposers**

A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain resources required;
- b. Have the ability to comply with the required or proposed delivery schedule;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Have the eligibility and qualifications to receive an award.

The City may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

## **Documentation**

Proposer shall provide with this bid, all documentation required by this Specification. Failure to provide information specifically requested may result in rejection of the bid. If items being proposed are of a vehicle or equipment nature, the Vendor shall complete all title paperwork and provide a complete set of repair manuals for each different type of vehicle or equipment.

## **Indemnification**

The Contractor agrees to defend and shall indemnify and hold harmless the City, as well as, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes or action, suits, and liability of every kind, including all, but not limited to, any and all claims, actions, or lawsuits for property damage, personal injury, including death, involving patent right infringement or copyrights on goods supplied, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the negligent acts and/or

omissions of successful Proposer under this Contract.

### **Term of Contract**

This Contract shall remain in effect until the end of the term of the Contract, until acceptance of performance or services ordered or until terminated by either party with thirty (30) days written notice to the other party. However, the successful Proposer must state the reasons for such termination.

### **Default**

The City reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event the successful Proposer defaults on this Contract. Default includes:

1. Inability to meet schedules or requested delivery times;
2. Defaults in the payment of any fees; or
3. Failure to otherwise perform in accordance with these terms, conditions, or specifications of the Contract.

No party shall be in default under the Contract until notice of the alleged failure of the party to perform has been given in writing and until the party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the alleged nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). If the successful Proposer fails to cure the alleged failure to perform with the time indicated in the written notice from the City, then the City may terminate the Contract.

### **Notice**

Any notice required by this Contract (or required by law at the address so provided) to be given to any party shall be deemed to have been received when personally delivered or 72 hours after such written notice has been deposited in the mail in Ennis, Texas by Registered or by Certified Mail with sufficient postage affixed thereto, addressed to the party at the address so provided.

### **Purchase Order**

A purchase order shall be generated by the City to the successful Proposer. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

### **Each Invoice**

Each Invoice shall be numbered and shall show

- a. name and address of the successful Proposer,
- b. name and address of receiving department and/or delivery location,
- c. the City Purchase Order Number, and
- d. descriptive information as to the services delivered.

### **Payment**

Payment will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice. The City's standard payment terms are net 30, i.e. payment is due in thirty (30) days.

### **Items**

Items, if any, supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Proposer at the next service date, at no expense to the City. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the Owner's expense at the discretion of the City.

## **Services and Supplies**

Services and supplies under this Contract shall be subject to the City's approval. Services or supplies found defective or not meeting specifications shall be promptly corrected at no expense to the City.

## **Supporting Information**

The successful Bidder shall warrant that all items/services shall conform to the Specifications. When requested by the City, proposers are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these Specifications. Failure to include supporting information specifically requested may be cause for rejection of the Bid.

- a. **Warranty** – Include warranty information with the Bid. Warranties may be a consideration of Bid Evaluation. Only standard pre-published warranties will be considered.
- b. **Technical Literature** – Include pre-published drawings, brochures, or engineering data sufficient to ensure that the product meets or exceeds minimum specifications.

## **Applicable Law and Venue**

This Agreement will be governed and construed according to the Laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.

## **Equal Employment Opportunity**

The successful Proposer shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Subtitle 15 or the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The Proposer shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal opportunity employment.

## **Assignment**

The successful Proposer shall not sell, assign, transfer, or convey this Contract, in whole or in part.

## **Silence of Specification**

The apparent silence of specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this Statement.

## **Proposal Bond**

Required when stated in ITB.

## **Performance Bond**

Required when stated in ITB.

## **Proprietary Information**

The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable state and federal laws, regulations, and policy of this jurisdiction.

### **Nonresident Proposers**

Texas State Law requires that the City give preference to Texas Resident Proposers at an amount that a Texas Resident Proposer would be required to underbid a Nonresident Proposer in order to obtain a comparable contract in the State in which the Nonresident's principal place of business is located. Preferences may or may not apply, but will be enforced as prescribed in Texas Government Code Chapter 2252, Subchapter A. Proposers must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that Proposer. Certification is included in the Proposal Affidavit to follow.

### **Subcontracting**

The awarded vendor shall not subcontract without the written approval of the City.

### **Independent Contractor**

The successful Proposer is and shall be deemed an independent contractor of the City. The Contract shall not be deemed as creating a joint venture between the parties.

### **Inclement Weather**

The following is only valid in Invitations to Bid where in-person submittal or hard copies will be considered for this ITB.

In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgement call to extend the deadline.

### **Interlocal Agreements and Piggybacking**

The City acknowledges the existence of interlocal agreements with other government entities and is committed to fostering collaborative efforts to streamline procurement processes. The City recognizes the benefits of piggybacking on contracts that have been competitively solicited and awarded by other jurisdictions. In accordance with applicable laws and regulations, The City of Ennis hereby provides explicit consent to piggyback on existing contracts with your company, subject to the terms and conditions outlined in the respective interlocal agreements and with the written approval of your organization as the vendor.

## **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

- NONE

# Proposal

## **Proposal\***

Please Upload your COMPLETE Proposal here formatted in the manner required by this ITB. This should include:

- 1) The Product Description
- 2) Additional Hardware Descriptions
- 3) Guarantees and Warranties
- 4) Project Schedule/Delivery Date
- 5) Any other pertinent or relative information

\*Response required

## **Cost Breakdown\***

Please provide the full breakdown of your pricing on the provided document labeled Attachment A.

\*Response required

## **Contract Release\***

In the past 5 years have you ever been released from a contract with or without cause? If so please provide the company's name, project name and a good contact number for the project lead.

\*Response required

## **VERIFICATION REGARDING ENERGY COMPANY BOYCOTTS\***

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

## **VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITY OR TRADE ASSOCIATION\***

To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm



trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

#### **CERTIFICATIONS REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL\***

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Consultant hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Consultant and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Contract. For purposes of this Contract, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov’t Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing certification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott Israel” shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

#### **CERTIFICATION REGARDING CRITICAL INFRASTRUCTURE\***

Consultant hereby certifies that it will not be granted direct or remote access to, or control of, critical infrastructure, as defined by Section 2275.0101(2), Texas Government Code, in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, as defined in Section 2275.010(3).

The foregoing certification is made solely to comply with Chapter 2275, Texas Government Code, as amended.

Please confirm

\*Response required

**Form CIQ\***

Please download the below documents, complete, and upload.

- [Form CIQ.pdf](#)

\*Response required

**Form 1295 Certification\***

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

\*Response required

**Confidentiality/Non-Disclosure Agreement\***

Upload your recommended confidentiality and non-disclosure agreement here. The terms of this agreement will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the city in locations where Proposer may have access. All such proposed agreements shall be subject to approval by the City Attorney.

\*Response required

**Proposer Authorization\***

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Please confirm

\*Response required