



CITY OF FULSHEAR

Finance Department

PO Box 279 / 29378 McKinnon, Suite A
Fulshear, Texas 77441
www.fulsheartexas.gov

June 25, 2018

Request for Proposals & Qualifications for *Managed Information Technology Services*

RFQ – 2018-4

DEADLINE: Sealed submittals must be received and time stamped by **2:00 p.m., Central Standard Time, Tuesday, July 10, 2018.** (The clock located in the City Secretary's office will be the official time.) A list of respondents will be made available upon request after the submittal deadline.

MARK ENVELOPE: RFQ – 2018-4

DELIVERY ADDRESS: Please submit one (1) original and one (1) copy of your submittal to:

CITY OF FULSHEAR
CITY SECRETARY
P.O. BOX 279
FULSHEAR, TEXAS 77441

OR

CITY OF FULSHEAR
CITY SECRETARY
30603 FM 1093 ROAD
FULSHEAR, TEXAS 77441

POINTS OF CONTACT:

Questions concerning the **Request for Proposals & Qualifications** should be directed ***in writing*** to:

City of Fulshear, TX
Kristi Brashear, Finance Manager
P.O. Box 279
Fulshear, TX 77441
kbrashear@fulsheartexas.gov

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Scope of Services

Supplier or service provider will be responsible for the ongoing technical support operations for the City of Fulshear by providing remote and onsite technology support services and managed technology services. The City of Fulshear currently has 49 employees.

Statement of Need

- To provide remote and onsite desktop technology support functions to include desktops, laptops, tablets, surfaces, and smartphones
- To provide remote and onsite server technology support functions
- To provide remote and onsite printer support functions
- To provide support for data backups, storage and restoration
- To maintain anti-virus, anti-malware protocols
- To assist with any other city technological needs

Requirements

Supplier or service provider performs technology support and provides front-line communications with Fulshear staff. Work involves assisting staff with their supported hardware and software application issues; including user support and training; tracking support tickets through completion, assisting in inventory efforts, performing procedures for backup, recover, and archival of files stored on the network, and troubleshooting technology issues. A high level of confidentiality is required regarding access to any and all information available through the Fulshear's system technology which will require establishment of security protocols with any supplier or service provider, its employees, and contractors.

Qualifications

Supplier or service provider must possess experience in deploying, troubleshooting, and resolving issues with Windows desktops, laptops, tablets, surfaces, and smartphones; supporting hardware and software in an environment in which staff have a variety of technical skills; supporting basic Windows server operations, including troubleshooting and backups; and supporting basic networking, including LAN, WAN, and Internet Connections. Preferred experience working with the Microsoft Windows stack including Office 365, Exchange, SQL Server, Windows Server 2016; working with Cisco and/or Dell networking gear, and updating web content using a content management system.

Proposal Requirements:

The following information shall be required in the RFP/Q submittal:

1. Letter of Transmittal – The letter is not intended to be a summary of the proposal itself and 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. Statement which indicated “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.”

g. General Vendor Information – Please provide the following information:

i. Length of time in business

ii. Length of time in business of providing proposed services

iii. Total number of clients

iv. Total number of public sector clients

v. Number of full- time personnel in:

1. Consulting

2. Installation and training

3. Sales, marketing and administrative support

4. Other categories not defined

ix. Location of headquarters and any field offices

x. Location of office which would service this account

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

3. Describe your approach to providing these services and your methodology for providing ongoing support.
4. 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, customer size (number of users), and the length of tenure providing services to this client.
5. Staff Resources – Identify names of principals and key personnel who will actually provide the information technology services. Summarize the experience and technological expertise of these staff. Describe the role and responsibilities that each of these individuals will have. Full resumes of these individuals should be appended to the proposal. The local availability of staff that will be providing these services shall be an important consideration.
6. Pricing Structure/Schedule of Rates – Please provide an overview of the proposed pricing structure/schedule of rates and any proposals for pricing changes to be considered along with the potential one-year renewal options (see Contract Term section below).
7. Beyond the scope of this RFQ, what services (related or otherwise) does your organization provide that may be of interest to the City?
8. Proposal Summary – Summarize your proposal and your firm’s qualifications. Additionally you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Include other pertinent information that helps the City determine your overall qualifications. Your proposal summary is not to exceed two pages.

Evaluation Criteria and Selection of Award

It is the intent of the City of Fulshear to conduct a comprehensive, fair and impartial evaluation of proposals received. Award shall be made to the provider that is believed by staff to be the best fit for the City. The City reserves the right to reject any and all proposals for any reason or no reason. Final selection will be based on a combination of relevant experience, available qualified staff, schedule of rates and ability to meet the City’s needs. Consideration will be given for prior experience with the City of Fulshear and/or similar municipal clients. Final approval will be authorized by the City Council. The vendor awarded this contract will be required to meet any necessary requirements for contracting with the City.

Contract Term

The City of Fulshear intends to issue an initial two- year award. Upon the mutual agreement of the provider(s) and the City, the award may be extended for up to two (3) additional one-year renewals. This may result in a total of five (5) years. The renewal option is at the sole discretion of the City. City reserves the right to not renew this agreement.

CITY OF FULSHEAR, TEXAS
NON-COLLUSION AFFIDAVIT

CITY OF FULSHEAR §
 §
STATE OF TEXAS §

By the signature below, the signatory for the Proposer certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm proposing on this project has violated the antitrust laws of this State, codified at Section 15.01 *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the submittal made by any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a submittal committed any other act of collusion related to the development and submission of this submittal proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me by the above named _____ on this the _____ day of _____, 20____.

Notary Public in and for the
State of Texas

My commission expires: _____

AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I DO NOT HAVE** outstanding debts with the City of Fulshear. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I DO HAVE** outstanding debts with the City of Fulshear and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I DO HAVE** outstanding debts with the City of Fulshear and agree to enter an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name _____ Date _____

Authorized Signature _____ Date _____

Name (please print) _____ Telephone _____

Email _____

State: _____

County: _____

SUBSCRIBED AND SWORN to before me by the above named _____

On this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL

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INSERT THE FORM CIQ HERE

LOCATED ON COMMON DRIVE

**COMMON:\Forms\Purchasing Forms\CONFLICT OF INTEREST
FORM.pdf**

FORM SHOULD BE 2 PAGES IN LENGTH

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THIS SHOULD BE PAGE 2 OF

FORM CIQ

INSERT CIQ AND THROW THESE TWO PAGES AWAY.

SB 252

CHAPTER 2252 CERTIFICATION

I, _____, the undersigned

Representative of _____
(Company or Business Name)

Being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization, I will immediately notify the City of Fulshear Finance Department.

Name of Company Representative (Print)

Signature of Company Representative

Date

GENERAL INFORMATION:

NOTE: It is extremely important that the Vendor, Proposer, and/or Contractor furnish the City of Fulshear the required information specified in Submittal or Proposal Specifications listed in this Submittal Package.

All submittals meeting the intent of this request for submittal will be considered for award.

PROPOSERS TAKING EXEPTION TO THE SPECIFICATION, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE PROPOSAL. The absence of such a list shall indicate that the Proposer has not taken exceptions and the City shall hold the Proposer responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substation(s) deemed to be in the best interest of the City of Fulshear.

ALTERING SUBMITTALS: Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

CONFIDENTIALITY OF INFORMATION: Pursuant to state law proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

PROPOSAL AWARD: The City of Fulshear will review all proposals for responsiveness and compliance with these specification. The award shall be made to the responsive, responsible Proposer who submits the best value proposal.

The City reserves the right to:

1. Reject any and all proposals and to make no award if it deems such action to be in the best interest.
2. Award proposal on the lump sum or unit price basis, whichever is in the best interest of the City.
3. Reject any or all submittals and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of the City.

The City of Fulshear reserves the right to reject any and all submittals, in whole or in part; to waive any informality in any submittal, and to accept the submittal, which, in its discretion, is in the best interest of the City of Fulshear. In case of ambiguity or lack of completeness in stating the prices in any submittal, the City reserves the right to consider the most advantageous submittal thereof.

The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Fulshear. Only the City Manager may enter into a

contract on behalf of the City of Fulshear as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

LOCAL PROPOSER OPTIONS: Texas Local Government Code 271.905 states that municipalities with a population under 200,000 may utilize a local Proposer preference when a Proposer whose principal place of business is in the municipality. The local Proposer preference is a 3% allowance against a no-resident Proposer. This is able to be used for submittals dealing with the purchase of goods only. There is not a limited dollar amount for the purchase.

Texas Local Government Code 271.9051 states that municipalities with a population under 250,000 may utilize a local Proposer preference when a Proposer whose principal place of business is in the municipality. The local Proposer preference is a 5% allowance against a non-resident Proposer. This is able to be used for submittals dealing with the purchase of goods and services for an amount less than \$100,000.

SINGLE PROPOSAL RESPONSE: If only one proposal is received in response to this REQUEST FOR PROPOSALS & QUALIFICATIONS, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

TERMINOLOGY: "Bid" vs. "Proposal" – For the purpose of this REQUEST FOR PROPOSALS & QUALIFICATIONS, the term "Bid" and "Proposal" shall be equivalent. The term "City" shall refer to the City of Fulshear.

Proposers are cautioned to read the information contained in this REQUEST FOR PROPOSALS & QUALIFICATIONS carefully and to submit a complete response to all requirements and questions as directed.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the REQUEST FOR PROPOSALS & QUALIFICATIONS and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Fulshear Finance Manager. The City assumes no responsibility for the Proposer's failure to obtain and/or properly submit any addendum. It is the vendor's responsibility to check for any addendums that might have been issued before proposal closing date and time.

PRICES: The Proposer should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: a purchase order(s) shall be generate by the City of Fulshear to the successful Proposer. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Fulshear, Attn: Finance Department P.O. Box 279, Fulshear, Texas 77441.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Fulshear, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Fulshear is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Fulshear, Texas, Fort Bend County.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELIQUENT PAYMENTS DUE CITY: The City of Fulshear prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Proposers must complete and sign the AFFIDAVIT included as part of this REQUEST FOR PROPOSALS & QUALIFICATIONS.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Fulshear for quantities less than the estimated amount.

SHIPPING INFORMATION: All proposals are to be F.O.B., City of Fulshear, TX 77441

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction and other details, its use is not intended to deprive the City of Fulshear the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written proposal and information obtained verbally, the vendor is specifically advised that the written proposal will prevail in the determination of the successful Proposer.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RE-APPROPRIATION OF BUDGET ITEMS: The City may reduce the funds allocated and the services required under this contract at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this contract. The de-obligation of funds does not require any formal amendment of this contract but shall be evidenced by a revised budget approved by City Council.

FORCE MAJEURE: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of

the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

NO COMMITMENT: This REQUEST FOR PROPOSALS & QUALIFICATIONS does not commit the City of Fulshear to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal for this REQUEST FOR PROPOSALS & QUALIFICATIONS, or to procure or contract for services or supplies.

RELEASE AND RECEIPTS: The City of Fulshear before making payment may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interest.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Fulshear written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by the City. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance (City of Fulshear, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.

3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's)
 - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates, and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the City.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior to written notice has been given to the City of Fulshear. Contractor shall also file with the City of Fulshear valid CERTIFICATE OF INSURANCE on like form from or for all sub-contractors and showing the sub-contractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Fulshear not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to proceed shall be issued within ten (10) days of the execution of the Contract by the CITY. Should there be any reason why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the CITY and CONTRACTOR.

CELL PHONE: The Contractor must have a working cell phone available Monday through Friday from 8:00 a.m. to 5:00 p.m. so that the City will be able to contact the contractor.

WAGES & SALARIES: Attention is particularly called to the requirement of not paying less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Proposer to inform themselves as to local labor conditions. Attention is called to the requirement that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

INDEMNIFICATION: The CONTRACTOR shall defend, indemnify, and hold harmless the CITY OF FULSHEAR and the Engineer and their respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

Is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from.

Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, or Sub-contractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any

of them may be liable, regardless of whether or not it is cause in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or Specifications, or the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

CHANGE ORDERS (as per T.L.G.C. 252.048):

- a. If changes in plans or specifications are necessary after the performance of the contract has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished, the governing body of the municipality may approve change order making the changes.
- b. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- c. If a change order involves a decrease or an increase of \$15,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order.
- d. The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

APPROPRIATION OF FUNDS: The City of Fulshear has established an appropriation (allocation) of funds for this project. If in the event that appropriated funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

DELAYS: the CONTRACTOR shall receive no compensation for delays or hindrances to the work, except when direct and unavoidable extra cost to the CONTRACTOR is cause by the failure of the CITY to provide information or material, if any, which is to be furnished by the CITY. When such extra compensation is claimed, a written statement thereof shall be presented by the CONTRACTOR to the Engineer and, if by him found correct, shall be approved and referred by him to the Council for final approval or disapproval; and the action thereon by the Council shall be final and binding. If delay is caused by specific orders given by the Engineers to stop work, or by the performance of extra work, then such delay will entitle the CONTRACTOR to an equivalent extension of time, his application for which shall, however, be subject to the approval of the City Council; and no such extension of time shall release the CONTRACTOR or the Surety on his performance bond from all his obligations hereunder which shall remain in full force until the discharge of the Contract.

MAINTENANCE OF WORK: After approval of final payment and prior to expiration of one (1) year after date of Substantial Completion or such longer period as may be prescribed by law or by any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, correct such defective work. If CONTRACTOR does not promptly

comply with such instructions, the CITY may have such defective work corrected and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

ANTITRUST: CONTRACTOR hereby assigns to the CITY OF FULSHEAR any and all claims for overcharges associated with this Contract which arise under the anti-trust laws of the United States, 15 U.S.C.A. Sec. 1, *et seq.* (1973).

DELAY, DISRUPTION OR OTHER CLAIMS: Any claim by the CONTRACTOR for delay, disruption or any other claim shall be based on a written notice delivered to the CITY and to the ENGINEER promptly (but in no case later than ten (10) calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within ten (10) calendar days of delivering said notice, the CONTRACTOR shall deliver to the CITY and to the ENGINEER notice of the amount of the claim and specific and detailed support documentation and data on the impact claimed. Further, the CONTRACTOR shall furnish on a continuing basis all of the documents that in any way are purported to support the damages, costs, expenses and impact of the claim event. The CONTRACTOR'S failure to fully comply with any of these requirements with respect to any claim shall constitute a complete and final waiver of said claim.

MUTUAL RESPONSIBILITY OF CONTRACTOR'S: If, through acts of neglect on the part of the CONTRACTOR, any other CONTRACTOR, or any Sub-contractor shall suffer loss or damage on the work, the CONTRACTOR agrees to settle with such other CONTRACTOR or Sub-contractor by agreement or arbitration is such other CONTRACTOR Sub-contractor will so settle. If such other CONTRACTOR or Subcontractor shall assert any claim against the CITY on account of any damage alleged to have been sustained, the CITY shall notify the CONTRACTOR, who shall indemnify and safe harmless the CITY against any such claim.

WITHDRAWAL OF PROPOSAL: Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Finance Manager in writing. No proposals may be withdrawn for a period of sixty calendar days after the opening of proposals.

SB 252: Contractor must agree to requirements of this bill. Contractor will have to sign agreement before PO is generated.



REQUEST FOR PROPOSAL & QUALIFICATIONS

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



SEALED PROPOSAL ■ DO NOT OPEN

Managed Information Technology Services

PROPOSAL NO. 2018-4

PROPOSAL OPENING: *July 10, 2018*

For Information Contact:

**Kristi Brashear
281-346-8802**

kbrashear@fulsheartexas.gov

Company Name: _____

Contact Name: _____

Phone: _____

SUBMITTALS must be addressed to:

**Kristi Brashear
Finance Manager
PO Box 279
Fulshear, Texas 77441**

or

**Kristi Brashear
Finance Manager
30603 FM 1093 Road
Fulshear, Texas 77441**



Request for Proposals & Qualifications Sheet
RFQ-2018-4
City of Fulshear, Texas

Having read and understood the instructions, terms, conditions, and specifications, we submit the following:

Total: \$ _____

Witness

Company Name

Date

Authorized Representative Signature

Printed Name

Title

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Tax Identification Number (Tin/Fien/Ssn)

Phone Number

Fax Number

Email Address

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED