

CITY OF VICTORIA, TEXAS

**REQUEST FOR COMPETITIVE SEALED
PROPOSALS**

for

**VICTORIA PUBLIC LIBRARY SECURITY
WINDOW FILM**

RFP-AW-05252022-LWF

Date Issued:

May 9, 2022



**PROPOSALS MUST BE RECEIVED NO LATER THAN:
10:00 A.M. CST MAY 25, 2022**

Optional Pre-Proposal Conference: May 16, 2022 at 10:00 AM CST.
Location: 302 N. Main Street Victoria Public Library Main Entrance

City of Victoria Purchasing Department:

Phone: 361-485-3170

Email: purchasing@victoriatx.gov

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NOTICE TO PROPOSERS
REQUEST FOR COMPETITIVE SEALED PROPOSALS
RFP-AW-05252022-LWF

The City of Victoria intends to purchase and invites you to submit a sealed response for:

VICTORIA PUBLIC LIBRARY SECURITY WINDOW FILM

Sealed Proposals addressed to the Purchasing Supervisor will be received until **May 25, 2022 at 10:00 AM**. All Proposals must be in the City's possession on or before the scheduled date and time (no late proposals will be considered). **Documents are available at <https://www.bidnetdirect.com/texas/city-of-victoria>.**

In accordance with Chapter 252 of the Texas Local Government Code, the Contract will be awarded to the Proposer who provides the best value to the City. The City shall evaluate the proposals on the basis of all factors described herein.

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

Proposals will be received by electronic submission at Bid Net Direct – Texas Purchasing Group <https://www.bidnetdirect.com/texas/city-of-victoria>.

Thomas Anklam, CTCM, CTCD
Purchasing Supervisor
City of Victoria

PART I

GENERAL REQUIREMENTS FOR PROPOSALS

1. DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your proposal complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your proposal. If no exceptions are noted, and you are the successful Proposer, the City will require that the good/service(s) be provided as specified.

2. GENERAL DESCRIPTION

Pursuant to Chapter 252 of the Texas Local Government Code, the City invites the submittal of proposals to this Request for Competitive Sealed Proposals (RFP) from qualified firms interested in providing **Security Window Film**.

3. PURPOSE

The purpose of these specifications/requirements and proposal documents are to award a Contract for the **City of Victoria Public Library Security Window Film**.

4. INTENT

The good/service(s) to be provided under the RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation.

5. OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-proposal Conference for all interested parties will be held, at **9:00 AM on 05/11/2022**, at the City of Victoria Public Library Main Entrance. All parties interested in submitting a Proposal for this work are encouraged to attend.

6. STAFF CONTACT

Roger Welder

Building and Equipment Services Director

rwelder@victoriatx.gov

Avery Flessner

Building and Equipment Services Project Manager

aflessner@victoriatx.gov

7. SUBMITTAL OF RESPONSES

Proposals shall be submitted electronically through <https://www.bidnetdirect.com/texas/city-of-victoria>, upload the Adobe PDF files of:

- Response Form A – Proposal Signature Page,
- Response Form B – Proposal Form,
- Attachment C – Israel Verification Form,
- Attachment D – Non-Collusive Affidavit,
- Attachment E – Response Questionnaire & Checklist
- All items specified in the Proposal Content section of this RFP, and
- Any Specifications/Drawings that are required as part of the proposal.

Proposals **WILL** be accepted electronically through Bid Net Direct. Responses **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission or any method other than electronic submission through BidNet Direct.

Proposals may be withdrawn prior to the above scheduled time set for closing. Alterations made before proposal closing must be initiated by proposer guaranteeing authenticity. Submittal of a proposal constitutes an offer by the Proposer. Once submitted, the proposal becomes the property of the City and as such the City reserves the right to use any ideas contained in any proposal regardless of whether that proposer/firm is selected.

Submission of a proposal in response to this solicitation, by any Proposer, shall indicate that the proposer(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between the City and the successful Proposer. Proposals that do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City before the deadline day and hour. No late proposal will be accepted. They will be returned to Proposer unopened (if properly identified). Failure to meet proposal requirements may be grounds for disqualifying a proposal.

8. PROPOSAL OPENING

The City will be accepting sealed Proposals until **10:00 A.M. CST, on May 25, 2022** at which time they will be opened publicly and the name of the offeror and the monetary component of the Proposals shall be read aloud. Any Proposal received after proposal time will be returned unopened. Receipt of proposal does not bind the City to any contract for said services, nor does it give any guarantee that a contract for the Project will be awarded.

9. ASSIGNMENT

Proposers are advised that the City shall not allow the successful Proposer to sell, assign, transfer, or convey any part of any contract resulting from this proposal in whole or in part, to a third party without the written approval of the City.

10. PREPARATION OF RESPONSE

Proposals **MUST** give full firm name and address of Proposer, and be manually signed. Failure to do so will disqualify your submittal. The person signing the proposal must show title or **AUTHORITY TO BIND FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Proposer whether corporation, partnership, or individual, shall also be stated in the submittal. A corporation shall execute the submittal by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership Proposer shall give full names and business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Proposers shall state in the submittal the names and addresses of all persons with a vested interest therein. The place of residence of each Proposer, or the office address of the contractor, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this submittal will be at the sole expense of the Proposer.

11. WITHDRAWAL

Proposals may be withdrawn prior to the due date for submission. No proposal may be withdrawn after opening time without reasonable exception in writing and only after approval by the City.

12. TIME ALLOWED FOR ACTION TAKEN

The City may hold proposals 120 days after submittal deadline without taking action. Proposers are required to hold their proposals firm for same period of time.

13. ALTERATIONS/AMENDMENTS TO RESPONSES

Proposals CANNOT be altered or amended after the opening deadline. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity.

14. LIST OF EXCEPTIONS

The Proposer shall attach to the proposal a list of any exceptions to the specifications/requirements, on a point-by-point basis.

15. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Proposers may offer items of equal stature and the burden of proof of such stature rests with Proposers. The City shall act as sole judge in determining equality and acceptability of products offered.

16. INSPECTIONS & TESTING

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Proposer cannot furnish a sample of a response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the proposal as inadequate.

17. PRICING

Prices for all goods or services shall be firm for the duration of this contract and shall be stated on the Proposal form. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

18. INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for proposals shall be directed to the designated individuals as outlined herein. Such interpretations, which may affect the eventual outcome of this solicitation for proposals, shall be furnished in writing to all prospective Proposers via Addendum. No interpretation shall be considered binding unless provided in writing by the City in accordance with paragraph titled **“ADDENDA AND MODIFICATIONS.”**

19. ANTICIPATED TERM OF CONTRACT

The anticipated term for the proposed contract is one-time.

20. EVALUATION

The evaluation process shall be used to determine which proposal items or services meet the criteria described in **“AWARD OF CONTRACT”** Section. All Proposals are subject to tabulation by the City and recommendation to the City Council. Compliance with all proposal requirements, delivery and needs of the using department are considerations in evaluating proposals. The City reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to any proposal.

21. AWARD OF CONTRACT

In accordance with Section 252.043 of the Texas Local Government Code, the City seeks to contract with the best value proposer. In determining the best value proposer, the City may consider the following criteria:

- 1) the purchase price;
- 2) the experience and reputation of the Proposer and of the Proposer's goods or services;
- 3) the quality of the Proposer's goods or services;
- 4) 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;
- 5) total long-term cost to the City to acquire the Proposer's goods or services; and
- 6) any other relevant criteria specifically listed in the Request for Proposals.

Proposers must provide sufficient information to allow the City to evaluate Proposers based on criteria above and the weighted selection criteria included in "SELECTION CRITERIA" Section. To demonstrate qualifications to perform the Work, each Proposer must include with its submission written evidence, such as financial data, previous experience, present commitments and other such data that meets the best value considerations outlined in section 252.043 of the Texas Local Government Code. Each proposal must contain evidence of Proposer's qualification to do business in the state of Texas or covenant to obtain such qualification prior to award of the contract.

The City reserves the right to make an award on the basis to the proposer whose proposal is determined to be the best value for the City considering the relative importance of price and the other evaluation criteria included in the RFP, or in any other combination that serves the best interest of the City and to reject any and all proposals or line items at the City's sole discretion. For the purpose of evaluation, any item left blank will be deemed "no response."

The City reserves the right to accept any item or group of items on this proposal, unless the Proposer qualifies his/her proposal by specific limitations.

A written award of acceptance (manifested by the City) and appropriation mailed or otherwise furnished to the successful Proposer results in a binding contract without further action by either party.

22. SELECTION PROCESS

Proposer should prepare a sealed proposal responsive to all information requested in this RFP.

The City will use a selection committee to evaluate the proposals. The City will select the Proposer that submits the proposal that offers the best value for the City based on the criteria in this request and its ranking evaluation. The proposal received will be part of the selection process utilized by the City. The City reserves the right to and may contact Proposers with questions or clarifications relating to that Proposer's proposal to this RFP.

The City's selection committee will rank the Proposers and will notify each of the rankings within 45 days of proposal opening. The City will then negotiate with the highest ranked Proposer as allowed by statute. The set of Contract Documents, including the forms for the Scope of Work, are included with this RFP for Proposer evaluation prior to submission of a Proposal. If a contract cannot be successfully negotiated with the highest ranked Proposer, in the opinion of the City, negotiations will be terminated and the City will proceed to negotiate with the next highest ranked Proposer in the order of the selection ranking until a mutually agreed contract can be negotiated or all proposals are rejected.

23. SELECTION CRITERIA

The selection criteria used to evaluate the RFP proposals will include, but not be limited to, the following (items listed below are not listed in order of importance):

1. The Cost of the Work (weighted at 35%).
2. Proposed Schedule/Contract Time (weighted at 20%).
3. Past Performance on Similar Projects. The qualifications, reputation, capability and past performance of the offeror with similar goods/services (weighted at 20%).
4. The available resources to complete the project. This criterion would include personnel, resources and methodologies commonly used by your firm that may be applicable to the project categories (weighted at 10%).
5. Overall Qualifications, Reputation, Past Relationship with the City. This includes the qualifications, reputation, capability, safety record, financial capability, and offeror's past relationship and experience with the City or other public entities (weighted at 5%).
6. The Contractor's corporate history and stability. This criterion includes the historical stability, corporate structure, and history of litigation or arbitration on projects in the last five (5) years (weighted at 5%).
7. References. Proposer must provide at least 5 references from projects of similar size and scope, including name, title, phone number, and project (weighted at 5%).

SELECTION CRITERIA	WEIGHTED VALUE
Cost of Work	35%
Schedule/Contract Time	20%
Past Performance on Similar Projects	20%
Available Resources	10%
Overall Qualifications, Reputation, Past Relationship	5%
Corporate History and Stability	5%
References	5%
Total	100%

Proposers shall include with the proposal all information and qualifications to allow the City's selection committee to evaluate the proposal in accordance with this section and the evaluation criteria listed here. The City reserves the right to request additional post-proposal information from any or all Proposers to assist in evaluating the proposal based on the selection criteria. The City reserves the right to reject any and all proposals. The City reserves the right to waive any and all irregularities in proposals.

24. RIGHT TO REJECT/ AWARD

The City reserves the right to reject any or all Proposals, to waive any or all formalities or technicalities, and to make such awards of contract to the proposer deemed most advantageous to the City.

25. CLARIFICATION OF REQUIREMENTS AND QUESTIONS

All requests for additional information or clarification concerning this proposal must be submitted **in writing** using the eProcurement site at <https://www.bidnetdirect.com/texas/city-of-victoria> or can be emailed to the Staff Contact with copy to Thomas Anklaam, Purchasing Supervisor, tanklam@victoriatx.gov on or before **12:00 P.M. CST, May 18, 2021**. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation as addenda.

26. RESTRICTIONS ON COMMUNICATION

Proposer(s) are prohibited from communicating with: 1) the City of Victoria City Council Members and City staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City of Victoria employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP or proposal submitted by Proposer. Violation of this provision by Proposer or its agent may lead to disqualification of Proposer’s proposal from consideration.

Exceptions to the restrictions on communication with the City employees include:

1. Proposers may ask verbal questions concerning this RFP at the Pre-Submittal Conference or submit clarification requests pursuant to “**ADDENDA AND MODIFICATIONS**” Section.
2. Contact with City staff is limited only to Staff Contact, with copy to Thomas Anklam, Purchasing Supervisor at tanklam@victoriatx.gov. Anyone wishing to schedule a time to speak, should do so by email.

27. ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda) and will be posted on the Public Purchase website. Any proposer in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Staff Contact Person. At the request of the Proposer, or in the event the Staff Contact Person deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Procurement Manager. Such addendum will be attached to the original RFP in the Public Purchase file and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the Proposer(s) responsibility to ensure that they have received all Addenda with respect to this project. Furthermore, Proposers are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their submittal. Proposer(s) signature on Addenda shall be interpreted as the proposer’s recognition and compliance to official changes as outlined by the City and as such are made part of the original RFP documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addendums are available online at <https://www.bidnetdirect.com/texas/city-of-victoria>. No verbal explanations or interpretations will be binding. The City does not assume responsibility for the receipt of any addendum sent to Proposers.

28. INVITATION FOR PROPOSALS PREPARATION COSTS

Issuance of this RFP does not commit the City, in any way, to pay any costs incurred in the preparation and submission of a proposal. All costs related to the preparation and submission of this RFP shall be borne by the Proposer.

29. EQUAL EMPLOYMENT OPPORTUNITY

Proposer agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

30. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as independent contractor. The parties hereto understand and agree that the

City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has no authority to bind the City.

31. INSURANCE

Required Insurance Coverage. Any of the coverage set forth below may be waived by the City in its sole discretion, but any such waiver must be signed by an authorized representative of the City. The contracted Proposer will be required to maintain, at all times during performance of the Contract, the insurance detailed in the Insurance Rider attached as Exhibit A to the Standard Terms and Conditions.

32. DELIVERY OF GOODS/SERVICES

Delivery of materials shall be FOB Destination, to the Victoria Public Library at 302 N. Main St. Victoria, Texas, 77901. Any action necessary to expedite replacement of equipment or materials delivered in an unacceptable condition shall be the sole responsibility of the Proposer.

The Proposer expressly covenants and agrees that in undertaking to complete the scheduling of deliveries as set forth herein, they have taken into consideration and made allowances for ordinary delays and hindrances incident to such schedules, whether growing out of delays in securing materials or other factors.

Normal delivery hours are: 9:00 a.m. to 4:00 p.m. Monday through Friday, except holidays. Care should be taken to arrange deliveries at those times. The ability to accept deliveries other than those times is extremely limited and not assured.

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services that are tendered by Proposer. The City at its option may reject all or any portion of such goods or services which do not, in the City's sole discretion, comply in every respect with all terms and conditions of the Contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Proposer, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the Proposer from the City's list of eligible Proposers as determined by the Purchasing Department.

33. WARRANTIES

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal.

The Proposer shall warrant that any equipment furnished or work performed shall be free from defects in design, materials, workmanship, and will give successful service under the specified operating conditions. Furthermore, the Proposer agrees, upon notice from the City, to make good all defects in design, materials, or performance developing in the materials or equipment under its intended use for at least twelve (12) months from the date of installation and initial operation, or the manufacturer's warranty whichever is greater length of time.

In the event that the equipment must be returned to the factory under warranty, the Proposer shall be responsible for delivery charges both to and from the factory.

34. INDEMNIFICATION CLAUSE

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROPOSER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF VICTORIA AND EACH COUNCIL MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (THE CITY OF VICTORIA AND ANY SUCH PERSON BEING HEREIN CALLED AN “INDEMNIFIED PARTY”), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) TO WHICH ANY SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER (“CLAIMS”), INsofar AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE GOODS OR SERVICES PROVIDED BY THE PROPOSER, ITS OFFICERS, EMPLOYEES, AGENTS, OR ANY TIER OF SUBCONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

35. PROPOSER’S EMPLOYEES

Neither the Proposer nor his/her employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the Proposer on contract. The City shall have the right of inspection of said undertakings at any time.

36. VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

37. CONFIDENTIAL INFORMATION

A. Any information deemed to be confidential or proprietary by the respondent should be clearly annotated on the pages where confidential or proprietary information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential or proprietary by the responder may not be confidential or proprietary under Texas Law, or pursuant to a Court order. Pursuant to SB 943, the City must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the Public Information Act: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; identity of the parties to the Contract; execution and effective dates; and information connected to a vendor or contractor’s performance on the contract. Additionally, information regarding performance under the Contract, including breaches of the Contract, Contract variances, amendments, liquidated damages, and other penalties for non-performance, must generally be released under the Public Information Act.

B. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and the contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

38. JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Victoria County, Texas.

39. VENUE

The parties agree that exclusive venue for purposes of any and all lawsuits, cause of action, arbitration, or any other dispute(s) shall be in Victoria County, Texas.

40. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City no later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A MISDEMEANOR.

41. CERTIFICATE OF INTERESTED PARTIES

Pursuant to Section 2252.908, Texas Government Code, as amended and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the City of Victoria City Council, will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT.

42. CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will

comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

43. SUBSTITUTIONS/CANCELLATIONS OF RESPONSES

No substitutions or cancellations are permitted without approval of the City.

44. ADDITIONAL REPRESENTATION

A Proposer submitting a response to this RFP must submit a verified statement (Attachment C) that it does not boycott Israel and will not boycott Israel during the term of the Agreement as described in Chapter 2270 of the Texas Government Code as amended. Failure to comply with this requirement is grounds for disqualifications; however, the City reserves the right to contact Proposer who fails to comply initially to correct the omission or to confirm the Proposer's policy.

45. AGREEMENT

The successful Proposer shall enter into a contract with the City.

**PART II: RESPONSE FORM A
PROPOSAL SIGNATURE PAGE**

SUBMIT TO: THE CITY OF VICTORIA Procurement Manager 702 N. Main St., Suite 132 Victoria, TX 77901		<h1 style="margin: 0;">REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFP)</h1>	
Title:	VICTORIA PUBLIC LIBRARY SECURITY WINDOW FILM		
Number:	RFP-AW-05252022-LWF	Closing Date & Time:	May 25, 2022 at 10:00 A.M. C.S.T.
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL		TAXPAYER IDENTIFICATION NUMBER	
MAILING ADDRESS		NO PROPOSAL: If not submitting a proposal, state reason below and return one copy of this form	
CITY, STATE ZIP			
PHONE		EMAIL	
FAX		WEB ADDRESS	
		DELIVERY: Calendar days after receipt of Purchase Order: <div style="text-align: center;">_____ days (ARO)</div>	
PROPOSALS ARE FIRM FOR ACCEPTANCE FOR 120 DAYS <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER		PAYMENT TERMS <div style="text-align: center;">_____ % / Net _____</div>	
<p>I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to all conditions of this proposal and certify that I am authorized to sign this proposal for the Proposer. In submitting a proposal to the City of Victoria, the Proposer offers and agrees that if the proposal is accepted, the Proposer will convey, sell, assign or transfer to the City of Victoria all rights, titles and interest in and to all causes to action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodities or services purchased or acquired by the City of Victoria. At the City of Victoria's discretion, such assignment shall be made and become effective at the time the City of Victoria tenders final payment to the Proposer.</p>			
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
Please initial by all that apply. I acknowledge receipt of the following addendum.			
Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum # 4 _____			

Please Note:

- This page must be completed and returned with your response.
- Responses received after the above closing date and time will not be accepted.

PART III: RESPONSE FORM B PROPOSAL FORM

To: City of Victoria, Texas
702 N. Main Street, Suite 132
Victoria, Texas 77901

Project: VICTORIA PUBLIC LIBRARY SECURITY WINDOW FILM

RFP No.: _____

Project No.: _____

Proposer: _____
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1.1 Proposal

- A. Total Proposal Price:** The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of Victoria, Texas, in the form included in the Proposal Documents to provide goods/services as specified or indicated in the Proposal Documents for the Contract Amount indicated in this Proposal or as modified by amendment.
- B. Period for Proposal Acceptance:** Proposer accepts all of the terms and conditions of the Request for Proposals and Instructions to Proposers. This offer shall remain open to acceptance and is irrevocable for 120 days after Proposal Date (opening). That period may be extended by mutual written agreement of City and Proposer.
- C. Addenda:** Proposer hereby acknowledges it has received, examined and carefully studied all Addenda and all Addenda have been considered and all related costs are included in the Total Proposal Price.

2.1 PROPOSER REPRESENTATIONS

- A.** Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the goods/services.
- B.** The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the goods/services for which this Proposal is submitted.
- C.** Laws to be Observed: In the performance of the Contract, the Contractor must comply with all applicable federal, state, and local laws, ordinances and regulations, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor will make himself familiar with and shall at all times observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work, and SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF VICTORIA, AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION OF ANY SUCH LAW, ORDINANCE OR REGULATION BY HIMSELF OR BY HIS AGENT OR BY HIS EMPLOYEES.
- D.** Review by City: The City and authorized representatives, agents and employees of the City shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, books and accounting records, subcontracts, purchase orders, and all other relevant data, documents and records pertaining to this Contract.

- E. Proposer will submit written evidence of its authority to do business in the state where the Project is located with its Proposal.
- F. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

3.1 EVALUATION CRITERIA

1. Cost of Work (weighted at 35%) - Offeror must submit the proposed costs as set forth below.

Having carefully examined this RFP, the Requirements/Specifications and addenda thereto, the undersigned proposes to furnish all goods/services necessary in accordance with the Proposal Documents for the following sum:

Dollar amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern.

TOTAL PROPOSAL PRICE (Lump Sum Amount)

\$ _____

(written) _____

2. Schedule/Contract Time (weighted at 20%) – On a separate sheet, Proposer must submit the Delivery Schedule, and submit former project data demonstrating timeliness of completion. Proposer understands that TIME IS OF THE ESSENCE for this Project.
3. Past Performance on Similar Projects (weighted at 20%) – On a separate sheet, Proposer must detail the qualifications, reputation, capability and past performance of the Proposer (to the extent identifiable at the time of proposal submission).
4. Available Resources (weighted at 10%) – On a separate sheet, Proposer must detail available resources to complete the Project.
5. Overall Qualifications, Reputation, Past Relationship with the City (weighted at 5%) – On a separate sheet, Proposer must detail the qualifications, reputation, capability, safety record, financial capability, and Proposer's past relationship and experience with the City or other public entities.
6. The Contractor's corporate history and stability (weighted at 5%) – On a separate sheet, Proposer must detail the historical stability, corporate structure, and history of litigation or arbitration on projects in the last five (5) years.
7. References (weighted at 5%) – On a separate sheet, Proposer must provide at least 5 references from projects of similar size and scope, including name, title, phone number, and project.

4.1 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Proposal Documents, Requirements/Specifications, and Addenda and considered all costs associated with the Proposal Documents, Requirements/Specifications, and Addenda in calculating the Total Proposal Price.

Proposer: _____

(Print or type full name of your proprietorship, partnership, corporation or joint venture*)

*If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

By: _____ Date _____

Name: _____ Title: _____

Doing Business as: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

5.1 CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this Proposal, that this Proposal has not been prepared in collusion with any other Proposer, and that the contents of this Proposal have not been communicated to any other Proposer prior to the official opening of this Proposal. Additionally, the undersigned affirms that the Proposer is willing to sign the attached Agreement (if applicable). Further, Proposer certifies that the only person or parties interested in this offer as principals are those named herein. Proposer has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing.

Signed By:

Title:

Typed Name:

Company Name:

Phone No.:

Fax No.:

Email:

Proposal Address:

P.O. Box or Street

City, State Zip

Order Address:

P.O. Box or Street

City, State Zip

Remit to Address:

P.O. Box or Street

City, State Zip

Federal Tax ID No.:

Date:

PART IV: ATTACHMENTS

ATTACHMENT A: SCOPE OF WORK

The Victoria Public Library, located at 302 N. Main St. in Victoria, TX, is seeking proposals to furnish and install 8mm Clear Security Film and Dow Corning 995 Silicone Structural Sealant Attachment System for all exterior windows, including windows in exterior doors.

Security Film Specifications

- Clear
- 8mm Nominal Thickness
- 99% UV Rejection
- Minimum Tensile Strength of 25,000 pounds per square inch.

Attachment System

- Dow Corning 995 Silicone Structural Sealant Attachment System

Optional Site Visit

- The windows in the Victoria Public Library vary in size and bidders may attend an optional site visit to measure and/or count windows.
- Site Visit will be held on **5/16/2022 at 10:00 AM.**

Installation

- Installation of all products must be in accordance with the material manufacturer's written instructions.

Submittals

- Cost Proposal.
- Product data for each product specified in proposal.
- Samples of each type of security film specified in proposal.
- Samples and product data for any optional wet glaze attachment systems specified in proposal.
- Product and installation warranty information.

ATTACHMENT B:
STANDARD TERMS AND CONDITIONS

AGREEMENT: This set of Terms and Conditions is incorporated into a Contract in its entirety and, upon execution of the Contract by both Parties, constitutes a portion of the Parties' Agreement. No change, modification or revision to the Agreement shall be binding unless made in writing and signed by the Parties. The City will not in any manner be responsible for goods delivered or work done for our account without a written order.

DEFINED TERMS: Where utilized in this Request for Proposals, Contract, requirements/specifications, or elsewhere, the following defined terms shall have the meaning assigned to them:

1. "Contract Documents" means the its terms and conditions, the technical specifications, requirements, specifications, drawings, addendum, and amendments, all of which comprise the full agreement of the Parties.

ACCEPTANCE: Acceptance of this Standard Terms and Conditions shall be deemed effective upon the City's execution of this Contract or upon shipment of the goods which are the subject of this Contract, whichever occurs first. Any proposal made by Respondent for additional or different terms and conditions or any attempts by Respondent to vary, in any degree, any of the terms and conditions of this Contract is hereby rejected.

COMPLETION: TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. If Respondent fails to effect delivery or performance of the associated services required by the City in accordance with the project schedule, delivery schedule, or other time requirements as communicated to Respondent in the Contract or its attachments, in addition to its other rights and remedies hereunder, the City shall have the right to terminate this Contract by notice effective when received by Respondent or after the expiration of five days from the date of mailing of such notice, whichever occurs first. Such termination shall be effective as to goods not yet received by the City or services not yet rendered, regardless of their transit status. Thereafter, the City shall have the right to purchase substitute goods or services elsewhere and charge Respondent with any and all losses, costs and expenses, including, but not limited to actual, consequential and incidental damages, reasonable attorneys' fees, and engineering or consulting fees incurred by the City by reason of such delay or termination.

PRICES: Respondent warrants that the prices shown hereunder are the prices quoted to the City at the time of sale and include all costs incurred by Respondent for shipment of all goods included in this Contract. In the event of any price reduction between execution of the Contract and delivery of the goods, the City shall be entitled to such reduction.

SHIPMENT AND DELIVERY: All goods made the subject hereof are to be suitably prepared and packaged for shipment in accordance with good commercial practice so as to effect safe delivery and freedom from weather or other damage and to meet the carrier's requirements. All damages to such goods occurring prior to delivery will be charged to Respondent. No charges will be allowed for packing, crating or carriage unless stated in this Contract. If, in order to comply with the City's required delivery date it

becomes necessary for Respondent to ship by a more expensive way than specified in this Contract, any such increased transportation costs shall be paid by Respondent. All deliveries shall be F.O.B. point designated on the face of this Contract or as specified in writing by the City. Cost of all return shipments, for whatever reason returned, shall be borne by Respondent with title and risk of loss passing at the City's point of shipment, unless otherwise specified by the City at the time of return.

INSPECTION: The City shall have a reasonable time after delivery or performance to inspect the items delivered or the services performed. All such items or services must conform to the specifications, instructions, drawings and data set forth on the face hereof. The City may reject and refuse acceptance of any items or services which do not so conform. The City shall notify Respondent of such rejection by either notice in writing and by the return to Respondent of the rejected items at Respondent's expense and risk.

REJECTION OF MATERIALS AND WORKMANSHIP: The City shall have the right to reject furnished materials and workmanship which are defective or otherwise fail to meet the requirements/specifications attached to Proposal, including specifications, the drawings, and all other documents (the "Contract Documents") and require their correction. Rejected goods shall be satisfactorily replaced with proper materials without charge to the City, and Respondent shall promptly segregate and remove rejected materials from the Project site or point designated. If Respondent does not correct defective workmanship or replace the rejected materials within a reasonable time, the City may do so and charge all costs, damages, fees, and expenses to Respondent including, without limitation actual, consequential and incidental damages.

SHOP DRAWINGS, SUBMITTALS, QUALITY OF GOODS: Respondent shall confirm that all materials are in strict accordance with the Contract Documents or requirements published by the City. Where required, prior to shipment, Respondent shall provide shop drawings or submittals sufficient to demonstrate compliance with this Contract and the Contract Documents for the City's review and approval. All goods and work of Respondent shall conform to all applicable express and implied warranties and be of a good and workmanlike manner. A failure of the City during the progress of the work to discover or reject materials not in accordance with the Contract Documents shall not be deemed an acceptance thereof or a waiver of defects therein. No payment, use of goods provided by Respondent, or occupancy of the Project site by the City shall be construed as an acceptance of materials which are not strictly in accordance with the Contract Documents.

RESPONSIBILITY FOR COMPLETION: Respondent represents that it has examined the requirements/specifications, schedule, plans, drawings, and other documentation in the Contract Documents which Respondent acknowledges are full and complete and are sufficient to enable Respondent to determine the cost of the materials and has fully acquainted itself with all conditions relevant to the work and materials on the Project site and assumes the risk of any variance between the actual conditions and those set out in Contract Documents. Any failure by the City at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of the City at any time to avail itself of such remedies, as it may have for any breach or breaches of such terms or conditions.

WARRANTIES / GUARANTEES: Respondent expressly warrants that the items and services covered hereunder shall be free of defects in workmanship and shall strictly conform to applicable specifications, instructions, drawings, etc. These warranties shall be in addition to all warranties, express, implied or statutory. All warranties shall run to Buyer, its customers and subsequent owners of items or services covered hereunder.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, RESPONDENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF VICTORIA AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, ENGINEERING OR OTHER CONSULTANTS' FEES, OF ANY KINDS RESULTING FROM RESPONDENT'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS PURCHASE ORDER, FAILURE OF GOODS, OR ACTS RESULTING IN BODILY INJURY OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF RESPONDENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

NO DAMAGES FOR DELAY: Respondent shall have no right to claim any damages against the City, including consequential or incidental damages, as a result of delay. Extension of time for Respondent's performance is conditioned upon the City's approval of an extension of time to the contract or delays claimed by Respondent. Failure of Respondent to make a claim promptly shall be deemed a waiver of the right to a claim for an extension of time for the particular cause.

TERMINATION: The City may terminate this Contract or any part thereof for cause in the event of any default by Respondent, or if Respondent fails to comply with any of the terms and conditions of this offer. The Uniform Commercial Code of the State of Texas shall apply to the City's rights and remedies under commercial transactions. The City reserves all rights, remedies, and warranties, express and implied, under the UCC. Respondent may not terminate this Contract unless the City fails to provide payment for goods and/or associated services expressly accepted by the City.

TAXES: The City of Victoria is exempted from all city, state, and federal excise taxes. DO NOT include tax on your invoice.

INSURANCE: In the event that Respondent's performance hereunder requires or contemplates the performance of services by Respondent's employees, or other persons under contract to Respondent, whether such services are to be performed at the place of delivery of such goods or services, or elsewhere, Respondent agrees that any such performance of services shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the City.

BONDS: To the extent the services required of Respondent pursuant to this Contract have and agreed value in excess of \$100,000, Respondent shall provide a performance bond pursuant to chapter 2253 of the Texas Government Code on a form acceptable to the City. Said form shall be provided as an exhibit to this Contract or provided to Respondent for presentment to a licensed corporate surety for provision of the required bond. Respondent's

provision of a required bond on a form other than that proscribed by the City shall be rejected and may be grounds for termination of this Contract by the City.

PAYMENT: Invoices will be paid according to agreed payment terms as reflected in the purchase order or within 30 days after receipt of the items or completion of required services. Payment for the goods delivered under this Contract shall not be acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected, and tested by the City and found to be in conformance with this Contract. However, failure to inspect or test by the City shall not relieve Respondent of any responsibility hereunder.

REMEDIES: The rights and remedies reserved to the City herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other or further rights and remedies provided by law or equity. No waiver of any breach of these provisions shall be deemed to constitute a waiver of any other breach.

ASSIGNMENT: Neither this Contract nor any right or obligations herein may be assigned by Respondent nor may Respondent delegate the performance of any of its duties hereunder without in either case the City's prior written consent.

FORCE MAJEURE: Either party to this Contract shall be free from liability for failing to perform hereunder if such failure is caused due to acts of God, labor difficulties, fires or other causes beyond the reasonable control of the affected party. In the event that Respondent is unable to perform for such reasons beyond its reasonable control, the City shall have the right to either continue the delivery dates until Respondent is able to perform or terminate this Contract.

DISPUTE RESOLUTION: In the event of disputes over price, quantity or quality, the City shall have the right to audit Respondent's records in order to resolve the dispute. Pending resolution of the dispute, amicably or otherwise, Respondent shall proceed diligently with the performance of this Contract as directed by the City. The Contract shall be governed by the laws of the State of Texas. In the event that a dispute arises between the City and Respondent, the parties agree that the exclusive venue to submit said disputes is the State District Courts of Victoria County, Texas for resolution.

SENATE BILL 13: Contractor understands and agrees that it does not boycott energy companies and will not boycott energy companies during contract term for contracts with entities with at least 1- full-time employee and that is valued at \$100,000 or greater.

SENATE BILL 19: Contractor agrees and understands that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or trade association and will not discriminate during the term of the contract for contracts valued at \$100,000 or greater.

The City:
The City of Victoria, Texas

By: _____
Name: _____
Title: _____

Respondent:
_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A to Contract Agreement: Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal and Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors on Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

**Exhibit A to Contract Agreement:
Owner's Insurance Requirements of Contractor**

Business Auto Liability	Amount of coverage shall be no less than: ▪ \$1,000,000 Per Accident	<ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate 	<ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Builder and its subcontractors as defined in the General Conditions, Article 1.0 definitions.
- iii. "Owner Parties" means (a) City of Victoria, Texas (collectively referred to as "Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

B. Policies.

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least one (1) year following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least one

Exhibit A to Contract Agreement:
Owner's Insurance Requirements of Contractor

(1) year following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.

- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same.

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit A are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit A must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;

Exhibit A to Contract Agreement: Owner's Insurance Requirements of Contractor

- f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
- a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit A is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Contractor's subcontractors shall provide the same forms of insurance coverage required of Contractor above (General Liability, Worker's Compensation, Employers Liability and Excess Liability), but the subcontractors shall not be required to provide, and Contractor is not responsible for requiring of its subcontractors, limits of insurance coverage greater than those required under their subcontract agreements for their operations. The Contractor shall maintain certificates of insurance from all subcontractors evidencing their required insurance coverages and enumerating, among other things, the limits of coverage established by their subcontracts, and such insurance shall be endorsed to include waivers of subrogation, additional insured status, and primary and non-contributory liability coverage, as required herein, and make them available to the Owner upon request. Owner's review and approval of such subcontractors' certificates of insurance shall not be deemed to constitute Owner's assumption of any responsibility for the sufficiency of such subcontractors' insurance or the limits of such insurance
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

Exhibit A to Contract Agreement:
Owner's Insurance Requirements of Contractor

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. **IF THE CONTRACTOR OR ANY OF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS UTILIZE ANY OF THE OWNERS EQUIPMENT FOR ANY PURPOSE, INCLUDING MACHINERY, TOOLS, SCAFFOLDING, HOISTS, LIFTS OR SIMILAR ITEMS OWNED, LEASED OR UNDER THE CONTROL OF THE OWNER, THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND BE LIABLE TO THE OWNER PARTIES FOR ANY AND ALL LOSS OR DAMAGE WHICH MAY ARISE FROM SUCH USE.**

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible or uninsured portion thereof, maintained or required to be maintained by the Contractor or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

PART IV: ATTACHMENTS
ATTACHMENT C - ISRAEL VERIFICATION FORM

I, _____, the undersigned representative of _____ (the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby declare, represent, and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code, as amended:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

PART IV: ATTACHMENTS
ATTACHEMENT D - FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF TEXAS

COUNTY OF VICTORIA

_____, being first duly sworn, deposes and says that he is

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE CITY OF VICTORIA

or of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Proposer, if Proposer is an
Individual

Signature of Proposer, if Proposer is a
Partnership

Signature of Officer, if Proposer is a
Corporation

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

PART IV: RESPONSE QUESTIONNAIRE & CHECKLIST

Item	Note	Respondent's Initials
1. General Requirements for Responses (pgs.1-10)	I acknowledge reading and understanding the General Requirements for Responses.	
2. Scope of Work (pg.16)	I acknowledge reading and understanding the Scope of Work.	
3. Standard Terms & Conditions (pgs.17-20)	I acknowledge reading and understanding the Standard Terms & Conditions.	
4. Insurance Requirements (pgs.21-25)	I acknowledge reading and understanding the Insurance Requirements.	

DID YOU REMEMBER TO:

5. Fill out, sign and return Response Form A (pg.11)	
6. Fill out, sign and return Response Form B (pgs.12-15)	
7. Fill out, sign and return Israel Verification Form (pg.26)	
8. Fill out and return the Non-Collusion Affidavit and have it Notarized (pg.27)	
9. Review and include information needed for Selection Criteria.	
10. Fill out and return Response Questionnaire & Checklist (pg.28)	