PROPOSALS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO:

**September 27, 2018 @ 2:00PM CST**

NO LATE SUBMITTALS WILL BE ACCEPTED.

Questions are to be sent to purchasing@friscotexas.gov prior to:

**September 19, 2018 @ 4:00PM CST**

Proposals must be supplied on CD or flash drive with five hard copies.

Documents must be delivered or mailed to:

CITY OF FRISCO
DANIEL FORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

For additional information concerning this RFP please contact:

**Daniel Ford, CPPO, CPPB**
Purchasing Manager
dford@friscotexas.gov
972 292 5545

**Jay Carter, CPPB, C.P.M.**
Senior Buyer
jcarter1@friscotexas.gov
972 292 5541
REQUEST FOR PROPOSAL #1808-108
EMERGENCY KIOSKS

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASH DRIVE PLUS FIVE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

PROPOSALS MUST BE RECEIVED BY SEPTEMBER 27, 2018, BEFORE 2:00 PM CST BY THE PURCHASING MANAGERS’ OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on September 27, 2018 at 2:05 PM CST.

Write the request for proposal number, 1808-108, and name of proposal, Emergency Kiosks, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the “General Conditions of Submitting Proposals” attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The City will have the right and option to terminate the contract upon thirty (30) days written notice. The successful proposer may be required to execute a written contract.
GENERAL CONDITIONS OF PROPOSER

1. INSTRUCTIONS: These instructions apply to all Proposals and become a part of the terms and conditions of any Proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by Proposer when submitting Proposal.

PROPOSALS

2. FORM: Proposer must submit original and five (5) hard copies of the sealed Proposal/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the Proposal being declared non responsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of Proposal closing. In the case of estimated requirement contract Proposal, the prices must remain firm for the period as specified in the Proposal. “Discount from list” Proposals are not acceptable unless specifically requested in the Proposal.

4. QUANTITIES: In the case of estimated requirements contract Proposal, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this Proposal regardless of quantity. The successful Proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be proposed F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful Proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the Proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting Proposer.

8. PROPOSER SHALL PROVIDE: With this Proposal response, the Proposer shall provide all documentation required. Failure to provide this information may result in rejection of Proposal.
9. **ALTERING/WITHDRAWAL OF PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the Proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No Proposal may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager’s approval.

10. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile Proposals will be considered at this time. All Proposals must be submitted in a sealed envelope.

11. **CORRESPONDENCE:** This Proposal number must appear on ALL correspondence, inquiries, Proposal submittal documents, etc. pertaining to this Invitation for Proposal.

12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the Proposal document. It is the responsibility of the Proposer to ensure receipt of all addenda and to include the changes in this Proposal document.

13. **LATE PROPOSALS:** Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. **PROPOSAL OPENINGS:** All Proposals submitted will be read at the City’s regularly scheduled Proposal opening for the designated project. However the reading of a Proposal at Proposal opening should not be construed as a comment on the responsiveness of such Proposal or as any indication that the City accepts such Proposal as responsive.

The City will make a determination as to the responsiveness of Proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Proposer upon award of the contract and according to state law; all Proposals received will be available for inspection at that time, unless otherwise provided by law.

15. **PROPOSAL TABULATION:** Proposers desiring a copy of the Proposal tabulation may request it by enclosing a self-addressed stamped envelope with Proposal. **PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, [www.friscotexas.gov](http://www.friscotexas.gov). If you have any questions, please contact the City of Frisco, Purchasing Division, at [purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov).

16. **PROTESTS:** All protests regarding the Proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of Proposals. This includes all protests relating to advertising of Proposal notices, deadlines, Proposal opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.
This limitation does not include protests relating to staff recommendations as to award of this Proposal. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the notice of intent to award. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate Proposers for each item/group or to award one contract for the entire Proposal. Unless stipulated in the attached Proposal specifications, the contract will be awarded to the lowest responsible Proposer or to the Proposer who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:
   A. Have adequate financial resources or the ability to obtain such resources as required;
   B. Be able to comply with the required or proposed delivery schedule;
   C. Have a satisfactory record of performance;
   D. Have a satisfactory record of integrity and ethics; and
   E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference, Proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. PROPOSAL SECURITY/BOND REQUIREMENTS: If required, Proposal security shall be submitted with Proposals. Any Proposal submitted without bond, or cashier's/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible Proposer.

32. INVOICES: Invoices must be submitted by the successful Proposer to: accounts payable@friscotexas.gov

contract

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract, the contract shall be for a predetermined period as specified in the Invitation for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the
Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. **INTERLOCAL AGREEMENT:** Successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the “Forum”). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful Proposer may be asked to provide products/services, based upon Proposal price, to any other participant in the Forum.

35. **AUDIT:** The City reserves the right to audit the records and performance of successful Proposer during the term of the contract and for three (3) years thereafter.

36. **SUCCESSFUL PROPOSER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another Proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Proposer.

38. **ACCEPTABILITY:** All articles enumerated in the Proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this Proposal will be determined solely by the City Purchasing Manager or designated representative.

39. **REMEDIES:** The successful Proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: 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. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The Proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity 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. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
45. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

46. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

47. **STORMWATER REQUIREMENTS:** Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:
- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Implementing proper material handling BMPs for transportation and storage.
- Implementing proper waste disposal BMPs.

48. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.
Filing Process:

**Within ten days of being notified of award of a contract by the City of Frisco**, the successful vendor (business entity) must use the Texas Ethics Commission’s web application, [https://www.ethics.state.tx.us/File/](https://www.ethics.state.tx.us/File/), to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).

The City of Frisco is required to notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.
CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words “endeavor to” and “but failure” (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor’s Proposal or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Type and amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Events</td>
<td>General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage</td>
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<tr>
<td></td>
<td>Statutory Workers compensation insurance as required by state law</td>
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<td></td>
<td>(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate.</td>
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<tr>
<td></td>
<td>(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $2 Million Dollars</td>
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</tbody>
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(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of $1 Million Dollars combined single limit.

Public Works and Construction
General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars
Statutory Workers compensation insurance as required by state law

Professional Services
Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars
Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE
# Certificate of Liability Insurance

**Date:** 06/01/2013

**Producer:**
- Company: ABC Insurance Brokerage
- Address: 1234 Frisco Square Blvd., Frisco, Texas 75034
- Contact: John Smith
- Phone: 972-555-5555
- Email: Johnsmith@abcinsurance.com

**Insured:**
- Name: Your Company Name Here
- Address: Address of Insured

**Coverages**

<table>
<thead>
<tr>
<th>Certificate Number</th>
<th>Coverage Description</th>
<th>Policy Period</th>
<th>Aggregate Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>987654</td>
<td>General Liability</td>
<td>03/05/2013</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>03/05/2014</td>
<td></td>
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<tr>
<td>123456</td>
<td>Commercial General Liability</td>
<td>03/05/2013</td>
<td>$2,000,000</td>
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<td></td>
<td></td>
<td>03/05/2014</td>
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<tr>
<td></td>
<td>Auto Liability</td>
<td>03/05/2013</td>
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<td>03/05/2014</td>
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<tr>
<td></td>
<td>Workers Compensation</td>
<td>03/05/2013</td>
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<td>03/05/2014</td>
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**Description of Operations/Location/Vehicles:**

The City of Frisco, its officers, agents, representatives, and employees as additional insured is to all applicable coverage with the exception of workers’ compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

**Certificate Holder:**

City of Frisco
6101 Frisco Square Blvd
Frisco, Texas 75034

**Cancellation:**

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative
Signature Here

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Page 13 of 23
Supplemental Information

Texas Government Code Section 2252.002 Non-resident Proposers
A governmental entity may not award a governmental contract to a nonresident Proposer unless the nonresident underbids the lowest bid submitted by a responsible resident Proposer by an amount that is not less than the amount by which a resident Proposer would be required to underbid the nonresident Proposer to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

In order to make this determination, please answer the following questions:
1. Address and phone number of your principal place of business:
   ___________________________________________________________
   ___________________________________________________________

2. Name and address of principal place of business, and phone number of your company's majority owner:
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

3. Name and address of principal place of business, and phone number of your company’s ultimate parent company:
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>TELEPHONE #</th>
<th>$ INVOLVEMENT</th>
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SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____ YES _____ NO
2. Partnership _____ YES _____ NO
3. Corporation _____ YES _____ NO

If company is a sole proprietorship, list the owner's full legal name:

_________________________________________________________________

If company is a partnership, list the partner's full legal name(s):

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

If company is a corporation, list the full legal name as listed on the corporate charter:

_________________________________________________________________

Is this firm a minority, or woman-owned business enterprise?

___ NO  ___ YES  If yes, specify (___) MBE  (___) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  ___ NO  ___ YES

If yes, specify governmental agency: ________________________________

Date of certification: ____________________

Authorized Signatory (Officer or representative vested with the powers to commit the organization to a binding agreement):

Name: ________________________________  Title: ________________________________
AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF ______________  §  

THE COUNTY OF ___________  §  

I, __________________, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

______ Ownership of ten percent (10%) or more of the voting shares of the business entity.

______ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

______ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

______ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

______ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

______ Other:

______ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this __ day of ______________, 2018.

________________________
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared __________________, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of ______________, 2018.

____________________________________
Notary Public in and for the State of _____________

My commission expires: ______________________
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

1. Name of vendor who has a business relationship with local governmental entity.

☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

2. Name of local government officer about whom the information is being disclosed.

Name of Officer

3. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

4. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(1).

5. Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
Contract Risk Assessment Questionnaire
Required Submittals

1. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes ☐ No ☐ If so, please enclose details.

2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? Yes ☐ No ☐ If yes, please enclose details.

3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City? Yes ☐ No ☐ If yes, please enclose details.

4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of $100,000 with respect to the performance of any services or the provision of any product by your business/company/organization? Yes ☐ No ☐ If yes, please enclose details.

5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable? Yes ☐ No ☐ If no, please enclose details.

6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes ☐ No ☐ If yes, please enclose details.

7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained
from bidding on a project due to an agreement with such governmental agency? Yes □ No □ If yes, please attach a full explanation.

8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? Yes □ No □ If yes, please enclose details.

9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes □ No □ If yes, please enclose details.

10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes □ No □ if “yes,” identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.

11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City? Yes □ No □

**Signature**

A. THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

B. Dated this ______ day of __________________ of the year __________

Name of organization: _____________________________________________

Signature: _______________________________________________________

Printed name and title: _____________________________________________
PROPOSER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL ON A CD OR FLASHDRIVE AND FIVE (5) HARD COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Schedule of Events
Public Notification/Advertisement September 7, 2018
September 14, 2018
Deadline for Submitting Questions September 19, 2018 4:00PM CST
RFP Responses Due September 27, 2018 2:00PM CST

Questions concerning this RFP are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.
CITY OF FRISCO
REQUEST FOR PROPOSAL (RFP) #1808-108
EMERGENCY KIOSKS

GENERAL INFORMATION

The City of Frisco invites the submittal of written proposals from qualified vendors that specialize in emergency kiosk installations and maintenance. The City seeks to procure and install multiple emergency kiosks within City parks or at other City venues. The City desires kiosks that include the following features and capabilities:

- Incorporation of an LCD or similar screen that the City can easily upload information, advertisements or emergency notifications from a control room
- Emergency kiosk shall include CCTV that is remotely accessible by a control room
- Incorporation of an automated external defibrillator ("AED") approved by the City
- Advanced features with the AED that include automatic activation upon retrieval, voice and text use instructions, automated self-tests, etc.
- Emergency kiosk shall provide for a mechanism to connect with 9-1-1
- Emergency kiosk shall include surveillance cameras to monitor use
- Emergency kiosk to include intercom/microphone/speakers to allow for two-way communication
- Emergency kiosk should be climate controlled, if necessary, to provide a proper climate for components of the kiosk
- Emergency kiosk shall include emergency signage and adequate LED lighting
- The City is seeking a provider for full installation, integration, training and ongoing maintenance of the kiosks and associated equipment

COMMUNITY PROFILE

The City of Frisco is one of the fastest growing cities in the nation, capitalizing on its strategic location approximately 25 miles north of downtown Dallas on the Dallas North Tollway, with access to world-class amenities and the large Dallas - Fort Worth consumer market.

The City grew from 33,000 in 2000 to over 178,471 as of August 2018.

PROPOSAL FORMAT

The vendor should possess significant expertise in the development and maintenance of related kiosks or systems. The vendors response should include the following information:

- One-page introduction, including a description of the vendor’s interest in participating in the project. Any subcontractors or third parties to the proposal should be included on this page.
- Methodology, Approach; full system detail and specifications, features, functions and value proposition
• Provide a proposed timeline of critical dates with corresponding deliverables/benchmarks (i.e. studies, graphics, reports, maps, presentations, etc.)

• Names, titles and short bios of the project manager and other support staff who will be assigned to this project (one page per person), including their role and level of commitment on the project.

• List any current or former work conducted for the City of Frisco.

• Work history of the company. List all similar projects currently in progress and completed by the vendor within the past five (5) years, including:
  - Name of the city/entity
  - Primary project contact, with email address
  - The name of vendor’s staff member who managed the project
  - Project scope and cost
  - Project completion date

• List all legal challenges and outcomes surrounding your firm (any pending or past litigation).

• Samples of final products and/or conceptual graphics.

• Service Plan-Please detail the service plan and service commitment for the ongoing maintenance and service to the kiosk and associated equipment.

• Pricing/Compensation-The City anticipates installing three (3) kiosks at different locations throughout the City. **However, the City is requesting a schedule of pricing that would allow the solution to be scaled up or down, providing the City the ability to install a single site, or additional sites in the future.**
  - Provide a fee schedule for proposed Kiosk hardware and components.
  - Provide a fee schedule for proposed implementation services and training
  - Provide a fee schedule for ongoing maintenance costs

• In addition to the schedules above, please provide a full price breakdown for complete procurement through installation and ongoing maintenance for three (3) sites. This cost proposal should note any utility requirements that would fall outside of the vendors responsibility—such as power or connectivity to the site itself. For items such as this, please provide the minimum requirements necessary for operation of the kiosk.

**EVALUATION OF PROPOSALS**

The criteria for evaluating the proposals will include but not be limited to:

• Capabilities and previous experience in comparable projects of this type 40%
• Cost Proposal/Schedule of Fees/Service Plan 30%
• Methodology/Approach/Value Proposition 30%
The undersigned certifies that the information contained in this Submittal has been carefully reviewed and is submitted as correct and final. Submitter further certifies and agrees to furnish any and/or all product/service upon the conditions in the specifications of the Request for Qualifications.

“I hereby certify that the foregoing Submittal has not been prepared in collusion with any other Submitter or other person or persons engaged in the same line of business prior to the official opening of this Submittal. Further, I certify that the Submitter is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon.”

Name of Submitter: ________________________________
Address of Submitter: ________________________________
City: __________________ State: ____________ Zip Code: ____________
Telephone Number: __________________ Fax: __________________
E-mail address: __________________
By (print name) ____________________
Title: ________________________________ Federal ID #/SSN #: ________________________________

Signature: ________________________________

Acknowledgement of Addenda: #1 ___ #2 ___ #3 ___ #4 ___ #5 ___