

# Request for Proposals City of Killeen

## RFP# 21-01

### Veterinary Services



---

City of Killeen, Texas  
Purchasing Division  
802 N. 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
Killeen, Texas 76541

---

**RFP SUBMITTAL DEADLINE:** November 3, 2020 @ 2:00 PM

## Table of Contents

I.	Introduction	2
II.	RFP Schedule	2
III.	Questions & Updates	3
IV.	Response Due Date	3
	i. Delivery Address	3
V.	Scope of Services (Cost)	
	i. Spay Surgery Fee Schedule	4
	ii. Neuter Surgery Fee Schedule	4
	iii. Wellness & Sick or Injured Fee Schedule	5
V.	Scope of Services (Capacity to Deliver)	
	i. Microchips & Vaccines	5
	ii. After Hours & Emergencies	6
	iii. Hours of Operation	6
VI.	Submission Requirements	7
VII.	Evaluation of Proposals	7
VIII.	City of Killeen, Reservation of Rights	8-9
IX.	Attachment A	10-15
	i. General Terms and Conditions	
X.	Attachment B	16-17
	i. Conflict of Interest Questionnaire	

**I. Introduction**

The City of Killeen is seeking proposals from qualified veterinarians to provide veterinary services of:

- 1) Canine & Feline Spay & Neuter Surgery
- 2) Wellness & Sick or Injured Services, and
- 3) Emergency Call-Out Services

- Killeen Animal Services Background: Killeen Animal Services believes the character of our organization is best reflected in the strong dedication to meet the highest standards of performance and compassion on behalf of the animals and people we serve. As stewards of those who cannot speak for themselves, we recognize society has entrusted us with a great responsibility. Our community's expectations and trust give us the courage to perform our duties with transparency, honor, empathy, and compassion. We meet this vision by our shared commitment to:
  - Demonstrate respect, sensitivity, and understanding toward all people and animals.
  - Improve Killeen Animal Services through education, humane sheltering, progressive law enforcement, and reduction of pet overpopulation.
  - Using adoption, education, and veterinary medical programs as an alternative to euthanasia.
  - Seeking lifetime homes for the pets we place.
- Animal Shelter Overview: The Killeen Animal Services shelter is located at 3118 Commerce Drive, in Killeen, Texas 76543.
- Animal Shelter Operations: Adoption hours are 9:00 AM – 4:00 PM, Monday – Saturday, and 11:00 AM – 4:00 PM, Sunday.
- Scope of Contract: Killeen Animal Services intakes, on a five-year average, approximately 5,000 animals annually. On average, 2,382 of these animals are adopted to homes and need spay/neuter services. Through this agreement, Killeen Animal Services is seeking to sterilize 47% before adoption. Killeen Animal Services is also looking at itemized costs for applicable veterinary care, as outlined below. The terms of the agreement will be for a one (1) year term, with up to four (4) renewals. Any price increases, when renewing the agreement, must be submitted to Recreation Services at least ninety (90) days prior to a potential renewal.

**II. RFP Schedule**

<b>TASK/EVENT</b>	<b>TIME/DATE</b>
Advertise the RFP .....	October 11 & October 18, 2020
Deadline for questions.....	October 27, 2020 @ 2:00 PM
RFP Closing Date.....	November 3, 2020 @ 2:00 PM
Recommendation to City Council/Award .....	December 8, 2020
Contract Start date.....	January 1, 2020

*The proposed schedule of events is tentative and may be modified throughout the RFP process as events unfold.*

### **III. Questions and Updates**

All questions regarding the RFP or the process should be directed to Lorianne Luciano, Director of Procurement and Contract Management, in writing via e-mail at [solicitationquestions@killeentexas.gov](mailto:solicitationquestions@killeentexas.gov) by October 27, 2020 at 2:00 PM central standard time. The subject line of the email shall contain this RFP name and number.

All questions will be answered in addendum form and posted to the City of Killeen website at <https://www.killeentexas.gov/Bids.aspx>. It is the responsibility of the respondent firm to monitor the City of Killeen website for posted addenda related to questions and or updates regarding this RFP.

Respondents to the RFP shall not contact the City Staff or any member of the City Council or the Mayor during the proposal process and evaluation phase.

### **IV. Response Due Date**

The submittal shall include three (3) sealed, one (1) original and two (2) copies, and one (1) electronic copy on a flash drive of the RFP and all required attachments. All proposals submitted must be received and time stamped by 2:00 PM, central standard time, November 3, 2020. Sealed RFP submittals will only be accepted at the following location and shall be clearly marked on the outside of the envelope with the RFP number - "RFP 20-25; Veterinary Services," opening time & date, and veterinary name.

#### **Delivery Address**

City of Killeen  
Purchasing Division  
802 N. 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
Killeen, Texas 76541

It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by the specified deadline regardless of the method chosen for delivery. Facsimile and/or email transmittals will not be accepted in response to this RFP.

Proposers are encouraged to submit concise and clear responses to the RFP. The City reserves the right to include the proposal or any part of the selected proposal in the final contract.

Until award of contract is made, per section 252.049 (b) of the Texas Local Government Code, there will be no disclosure of contents to competing respondents. All proposals will be kept confidential during the negotiating process. Except for the trade secrets and confidential information, which the respondent identifies as proprietary, all proposals will be open for public inspection after the contract is awarded, or as otherwise required by the Texas Public Information Act.

**V. Scope of Services**

The following is the scope of services that should be included within the proposal. If you cannot offer said service, please clearly indicate you cannot.

**COST OF SERVICES:**

**SPAY SURGERY FEE SCHEDULE:**

Canine 0-23 lbs.	\$
Canine 0-23 lbs. with pregnancy/heat	\$
Canine 24-44 lbs.	\$
Canine 24-44 lbs. with pregnancy/heat	\$
Canine 45 lbs. & up	\$
Canine 45 lbs. & up with pregnancy/heat	\$
Feline	\$
Feline with pregnancy/heat	\$

What is the minimum age & weight you will perform a spay on a dog? \_\_\_\_\_

What is the minimum age & weight you will perform a spay on a cat? \_\_\_\_\_

**NEUTER SURGERY FEE SCHEDULE:**

Canine 0-23 lbs.	\$
Canine 0-23 lbs. cryptorchid	\$
Canine 24-44 lbs.	\$
Canine 24-44 lbs. cryptorchid	\$
Canine 45 lbs. & up	\$
Canine 45 lbs. & up cryptorchid	\$
Feline	\$
Feline Cryptorchid	\$

What is the minimum age & weight you will perform a neuter on a dog? \_\_\_\_\_

What is the minimum age & weight you will perform a neuter on a cat? \_\_\_\_\_

**WELLNESS & SICK OR INJURED FEE SCHEDULE:**

Exam Fees	\$
Rabies Vaccination	\$
Canine Heartworm Test	\$
Feline FELV-FIV combo testing	\$
Fecal	\$
Deworming	\$
Skin Scrape	\$
Ear Pack	\$
Nail Trim	\$
Dental Cleaning	\$
Dental extractions	\$
X-Rays	\$
Urinalysis	\$
Mini Chemistry Panel	\$
Comprehensive CBC	\$
Overnight Hospitalization	\$
Euthanasia – if medically necessary and shelter cannot perform	\$

**CAPACITY TO DELIVER SERVICES:**

**MICROCHIPS, VACCINES, & WELLNESS SERVICES:**

Killeen Animal Services performs our own microchipping and most of the vaccines (excluding Rabies). However, some vaccines will need to be administered by a veterinarian if the animal is ill or infirmed at time of intake.

Will you implant microchips at no cost if we provide the microchip?

Yes \_\_\_\_\_ No \_\_\_\_\_

Are you able to visit the shelter on a weekly basis to provide spay/neuter services, while also providing services for wellness and sick/injured animals?

Yes \_\_\_\_\_ No \_\_\_\_\_

- Most of the feline medical issues include, but are not limited to:
  - Upper Respiratory Infections
  - Urinary Tract Infections
- Most of the canine medical issues include, but are not limited to:
  - Upper Respiratory Infections
  - Mange/Skin Infections
  - Allergies
- Occasionally animals have broken bones and other ailments/issues that we consult on and may or may not decide to treat.

**AFTER HOURS & EMERGENCIES:**

In the event of an emergency, after hours, we currently take animals to after-hours emergency vet clinics but would prefer to have the availability to call out or go to a local vet for after-hours emergencies (May occur three (3) to four (4) times a year).

Are you available for Emergency after hours response?

Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, is there an emergency call out fee?      \$ \_\_\_\_\_

In the event of a large-scale emergency where the City of Killeen initiates emergency operations and is receiving evacuees and evacuee animals, would you be available to visit animal sheltering locations within the City of Killeen up to twice daily?

Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, is there an additional fee for large-scale emergency services?      \$ \_\_\_\_\_

**Please list your hours of operation:**

Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	

Do you have mobile capability to render services on-site at City of Killeen Animal Services?

Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, are there additional fees associated with provision of mobile services?

(If YES, please attach a fee scale for mobile services)

Yes \_\_\_\_\_ No \_\_\_\_\_

Are there any special requirements or stipulations if the City of Killeen Animal Services requires on-site, or mobile, veterinary services?

(If YES, please attach an explanation of your requirements/stipulations)

Yes \_\_\_\_\_ No \_\_\_\_\_

## **VI. Submission Requirements**

To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Proposals shall not exceed the requested information. Information in excess of the information requested will not be evaluated.

The proposal and any accompanying documentation submitted becomes property of the City of Killeen and will not be returned.

1. Vendor's profile
  - a. Tax ID Number
  - b. Full legal name of business
  - c. How many years in business
  - d. Address
  - e. City, State & Zip
  - f. Contact
  - g. Telephone
  - h. Business Entity Type
  - i. Email address
  - j. Authorized Signature
  - k. Printed Name
  
2. Attachments
  - a. The following forms shall be attached with the proposal submittal
    - i. Conflict of Interest Questionnaire (CIQ) – Attachment B
  
3. Draft contract
  - a. A draft contract including the services and terms outlined within this RFP must be submitted with the proposal submission.

## **VII. Evaluation of Proposals**

Proposals will be evaluated by an evaluation committee with a minimum of three (3) to five (5) employees of the City. The recommendation of the evaluation committee is subject to approval by the City Manager and or City Council.

During the evaluation process, the Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from submitting entities.

At the City's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

Proposals will be evaluated on following criteria.

1. Cost of Services – Maximum 50 points
2. Capacity to Deliver Services – Maximum 50 points

### **VIII. The City of Killeen, TX – Reservation of Rights**

In connection with the RFP, the City of Killeen reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFP, in whole or in part at any time before the execution of a contract by the City of Killeen, without incurring any cost, obligations, or liabilities.
2. Issue addenda, supplements, and modifications to this RFP.
3. Revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the City will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFP submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFP submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFP until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFP submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFP submittals or responses, make recommendations.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
13. Disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFP submittal, accept and review a non-conforming RFP submittal or seek clarifications or supplements to an RFP submittal.
16. Disqualify any firm that changes its RFP submittal without the City's authorization.

17. Exercise any other right reserved or afforded to the City of Killeen under this RFP. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

The City shall not, under any circumstances, be bound by or be liable for any obligations until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements

Attachment A  
CITY OF KILLEEN  
**GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

**4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:  
 City of Killeen  
 Attn: Purchasing Division  
 802 N 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
 Killeen, TX 76541

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
  2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed

to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
  - \* Falsification of information provided in bid response;
  - \* Non-observance of safety requirements;
  - \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
  - \* Substantial failure to adhere to contractually agreed-upon schedules; andPoor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- |   |   |
|---|---|
| * Unit price  | * Bidder's past performance   |
| * Total Bid price   | * Demurrage charges, freight costs and mileage  |
| * Terms and discounts   | * Estimated costs of supplies, maintenance, etc.  |
| * Delivery date   | * Estimated surplus value, life expectancy  |
| * Product warranty  | * Results of testing samples  |
| * Special needs and requirements of City  | * Conformity to specifications  |
| * Past experience with product/service  | * Training requirements, location, etc.   |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services   | * The total long-term cost to the municipality to acquire the bidder's goods or services    |
| * The extent to which the goods or services meet the municipality's needs               | * Reputation of bidder and of bidder goods and services                                     |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

## **11. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

## **12. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general

funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.

- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

**13. Termination of Contract**

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

**14. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

**15. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

**16. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**17. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**18. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

**19. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the Bid award.

**20. Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

<h2 style="margin: 0;">CONFLICT OF INTEREST QUESTIONNAIRE</h2> <p style="margin: 0;">For vendor doing business with local governmental entity</p>		<h2 style="margin: 0;">FORM CIQ</h2>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg. Regular Session.</b></p> <p>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).</p> <p>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.</p> <p><b>A</b> vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFRCUSEONLY</b></p> <hr/> <p>Date Received</p>	
<p><b>Name of vendor who has a business relationship with local governmental entity.</b></p> <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p>		
<p>(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.)</p>		
<p><b>Name of local government officer about whom the information in this section is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. And each additional page to this Form CIQ as necessary</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.