

Request for Proposals



City of Killeen, Texas
Sealed Proposal will be
received for:

Shared/Common Use Passenger Processing System and Flight Information Display System for Killeen-Fort Hood Regional Airport RFP No. 18-02

Sealed Statements will be received
until 2:00 p.m. on
Tuesday, December 5, 2017

Return Statements to:

City of Killeen
Attn: Purchasing Department
802 N 2nd Street,
Building E, 2nd Floor
Room 215
Killeen, Texas 76541

**NOTICE TO QUALIFIED FIRMS
SHARED/Common USE PASSENGER PROCESSING SYSTEM AND
FLIGHT INFORMATION DISPLAY SYSTEM
KILLEEN-FORT HOOD REGIONAL AIRPORT
RFP NO. 18-02
CITY OF KILLEEN, TEXAS**

The City of Killeen will receive Proposals for a Shared/Common Use Passenger Processing System (S/CUPPS) and a Flight Information Display System (FIDS) for the Killeen Fort Hood Regional Airport (KFHRA) until Tuesday, December, 5, 2017 at 2:00 p.m. Submittals must be addressed to the City of Killeen, Purchasing Division, 802 N 2nd Street, Building E, 2nd Floor, Room 215, Killeen, Texas 76541 and shall be plainly marked with the name and address of the proposer and "RFP 18-02, Shared/Common Use Passenger Processing System and Flight Information Display System". Submittals received after the closing time will be returned unopened.

The purpose of this Request for Proposal is to select and ultimately enter into a contract with a qualified vendor to provide the most advantages solution to upgrade the existing shared/common use passenger processing system and flight information display system at the Killeen-Fort Hood Regional Airport. Respondents shall provide proposals as outlined in the RFP.

A non-mandatory pre-proposal meeting will be held in the administration office on the third floor of the Killeen-Fort Hood Regional Airport, on November 14, 2017 at 10:00 am. Questions will be accepted via email by Randy Jimenez at rjimenez@killeentexas.gov through November, 28, 2017 at 5:00 p.m. Questions will be answered in the form of an addendum and posted to the City's website. It is the proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (www.killeentexas.gov), Demand Star (<http://www.demandstar.com/>), and ESBD (<http://portal.cpa.state.tx.us>).

The City of Killeen reserves the right to reject any or all proposals and waive any irregularities.

CITY OF KILLEEN, TEXAS

Randy Jimenez
Purchasing Manager

INTRODUCTION

The City of Killeen is soliciting proposals from firms that are interested and qualified to conduct improvements to the Shared/Common Use Passenger Processing System and the Flight Information Display System at the Killeen-Fort Hood regional airport.

Proposals will be received and acknowledged publicly within the Purchasing office immediately after the closing date and time noted below.

The City of Killeen is aware of the time and effort your company expends in preparing and submitting proposals to the City. Please advise the City of proposal requirements causing your firm difficulty in responding to our RFP. It is the desire of the City of Killeen to make the process as workable and expedient as possible in order that all responsible vendors will be allowed to compete for the City's business.

All proposals shall be in writing with one (1) original, and five (5) copies. The proposal will be submitted in a sealed envelope bearing the name and address of the respondent. Facsimile and/or email transmittals will not be accepted. Response packages will be accepted until **2:00 P.M. on December 5, 2017** and should be addressed to:

City of Killeen
Attn: Purchasing Department
802 N 2nd, Building E, Room 215
Killeen, Texas 76541

Specifications

The apparent silence of any specification as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement. It is the responsibility of the respondent to ask questions or bring up concerns to the City if any specification seems unclear or is lacking detail in any way.

Questions and Inquiries

Questions and inquiries about this RFP should be directed via email to rjimenez@killeentexas.gov. Questions should be submitted by the time and date specified herein.

Addenda

Any interpretations, corrections, or changes to this RFP will be made by an addendum. All addenda issued will be posted on our City of Killeen website at: <http://www.killeentexas.gov/purchasing>. It shall be the responsibility of the Firm to keep track of all addenda issued for this RFP. All addenda issued will become a part of the RFP and the Firm shall submit them within their statement to acknowledge receipt.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Reservations

The City reserves the right to accept or reject any or all proposals as a result of this RFP, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found in the best interest of the City. All proposals become the property of the City of Killeen. A respondent taking exception to the specifications, or offering substitutions, shall state these exceptions by an attachment as part of their proposal. The absence of such a listing shall indicate that the respondent has not taken exceptions and shall hold the respondent responsible to perform in strict accordance with the specifications in this RFP if they are awarded the contract.

Reimbursements

There is no express or implied obligation for the City of Killeen to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP and City of Killeen will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

Proposals must be completed and submitted as required in this document. The certification form must be fully completed.

Receipt of proposals

The submitted proposal must be received by the Purchasing Division prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the respondent must insure that the proposal is actually delivered. All proposals received after the deadline will be rejected upon a delivery attempt or returned to the firm unopened.

A proposal may not be withdrawn or cancelled by the respondent without the permission of the City of Killeen for a period of ninety (90) days following the date designated for the receipt of their proposal, and the respondent agrees to this upon submittal of their proposal. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations or erasures made before the opening of the proposal(s) shall be initialed guaranteeing their authenticity.

The respondent shall sign and date each proposal in the packet that is representative of their firm's offer. The person signing the proposal must have the authority to bind their firm in a contract. Proposals received which are not signed and dated in this manner, may be rejected.

Protest

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

Disclosure

At the public closing time, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the respondent identifies as proprietary, all statements will be open for public inspection after the contract award. Any item(s) marked proprietary or that contain a trade secret shall be clearly marked in a separate section of the proposal.

Negotiations

Negotiations may be conducted with responsible respondent(s) who submit proposals that are reasonably qualified of being selected. All respondent(s) reasonably qualified of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the selection committee. Following any

presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc. However, the City may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal.

Award of the Contract

Award of the contract shall be made to the responsible respondent, whose proposal is determined to be the most advantageous offer resulting from negotiations and taking into consideration other factors set forth in this request for proposals.

Management Changes

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Objective

The City of Killeen is seeking a response to the Request for Proposals from qualified vendors for design, procurement, installation, commissioning, and support for a project to upgrade the Shared/Common Use Passenger Processing System and the Flight Information Displays System at the Killeen-Fort Hood Regional Airport.

Schedule

The timeline for the submission of proposals and selection is:

Pre-Proposal Meeting	November 14, 2017 @ 10:00 a.m.
Written Questions	Due: November 28, 2017 @ 5:00 p.m.
Proposals	Due: December 5, 2017
Initial Screening Completed (short list)	December 8, 2017
Oral Presentations (if necessary)	December 14, 2017
Council Approval	January 23, 2018

Pre-Proposal Meeting

A pre-proposal meeting will be held on November 14, 2017 at 10:00 AM. at the airport administration office on the third floor of the Killeen-Fort Hood Regional Airport. To access the third floor, use the elevator in the center of the terminal, between the waterfall's. Once inside the elevator, use the elevator phone to request access to the third floor. Please park in the short term section of the paid parking lot and bring your parking ticket to the meeting for validation.

Inspection of Site

A site visit will be conducted immediately following the non-mandatory Pre-Proposal meeting for anyone wishing to fully understand the existing conditions relating to construction and labor; the facilities involved, the laws/regulations, and the difficulties and restrictions with the performance of the project. Attendance of the pre-proposal meeting is not mandatory, however, it is highly recommended.

Collusion

A Respondent submitting a proposal to the City shall not collude with any other person, firm, or corporation in regard to any proposal submitted.

REQUEST FOR PROPOSAL REQUIREMENTS

A. General Information

1. The City of Killeen (City) is soliciting proposals for design, procurement, installation, and support of a Shared / Common Use Passenger Processing System (S/CUPPS) and a Flight Information Display System (FIDS) for use at the Killeen Fort Hood Regional Airport (Airport).
2. Three airlines currently provide scheduled service to Airport. To be considered responsive, Respondent must support all airlines without exception.

List of Airlines with Scheduled Service:

- American Airlines
- Delta Airlines
- United Airlines

However, the Airport also receives charter service from Southwest Airlines, Sun Country Airlines, Xtra Airlines, and Swift Air on a routine basis.

3. A local departure control system (LDCS) is desired and will be considered as part of evaluation criteria. Respondents shall describe such a system and clearly denote its inclusion in the submitted response.

B. Scope of Work

1. The Scope of Work entails providing an S/CUPP and FID system that will provide full passenger processing functionality expected by an airline through their proprietary departure control system (DCS) and associated applications. The FIDS will be integrated into the S/CUPP system to allow for easy changes and additions to flight information. Additionally, the Respondent shall provide any and all additional software and licenses required to operate the system.
 - a. S/CUPPS shall allow multiple airlines to operate in the facility using their host software and a common set of compatible hardware.

- b. S/CUPPS shall be scalable.
- c. Respondent shall provide and install all necessary computing equipment and peripherals, including monitors, keyboards, pointing devices, and scanners required for six (6) gates and five (5) ticket counter position in regards to the S/CUPPS system. All gates have two (2) stations; the ticket counters have three (3) positions each.
- d. Respondent shall provide and install necessary computing equipment to display onto 35 FIDS televisions / monitors throughout the Airport and at gate and ticket counters. The ticket counters have three (3) monitors each.
- e. Respondent shall provide and preconfigure two (2) identical sets of computing equipment and peripherals for an on-site spare replacement for the S/CUPPS.
- f. Respondent shall provide and preconfigure two (2) sets of equipment for on-site replacement for the FIDS.
- g. The system shall be configured for use by American, Delta, and United airlines by the project completion date, with provision for LDCS capability for charter carriers. This includes the coordination and implementation of any airline connections (switches, routers, or any other items) required by the system.
- h. Respondent shall provide full operational training for Airline Managers and their key personnel for the use of S/CUPPS and FIDS.
- i. Respondent shall provide technical training with the Airport IT staff and provide all documentation in relation to the system, training and specifications.
- j. Respondent shall be responsible for providing any necessary millwork modifications, telecommunication connections, electrical modifications, network infrastructure, and all other required activities to ensure required functionality at the designated locations. The Airport prefers solutions to utilize existing wiring, if possible. The contractor should minimize disruptions to the current environment, meet on-site support requirements, and present a project schedule that minimizes risk.

2. Project Cost

- a. Respondent shall provide a cost for the project.
- b. Respondent shall provide a five (5) year annual service/support fee for the S/CUPPS and FIDS. The 1st year of support for these systems shall be covered under warranty and included in the cost of the system. The warranty period will begin on the date the Airport accepts the system as being substantially complete. The annual service /support fee for years 2-5 shall include Level 1, 2, and 3 support for the systems. All support shall be performed by the Respondent or their agent on-site (at the Airport) whenever issues with the systems cannot be resolved remotely.

(1) Level 1 and 2 support shall be a 24/7/365 help desk for all technical issues.

A maximum two (2) hour response time will be allowed for a response to Emergency service conditions. A maximum of four (4) hours will be allowed to restore the system to normal operation after a response to emergency service conditions. A sample of Level 1 and 2 support expectations include:

- (a) Maintenance of all hardware per manufacturer's specifications;
- (b) Procurement of all hardware components and equipment, including spares;
- (c) Deployment of software releases, patches and hot-fixes;
- (d) Corrective maintenance and repairs;
- (e) Warranty repairs and returns with the equipment manufacturer;
- (f) Hardware upgrades, maintenance parts, or replacement equipment;
- (g) Service pertaining to OEM recall programs;
- (h) Provide support for System network and local Airline telecommunications connections.

(2) Level 3 is proactive support which includes Software (application and database) support beyond routing tasks. It involves the provision of services to establish workarounds and fixes to bugs and/or deficiencies where the systems (S/CUPPS and FIDS) are not performing in accordance with established service level requirements and system documentation.

(3) Respondent shall provide quarterly preventative maintenance of the system beginning upon expiration of the warranty period.

c. Respondent shall service and support the software to ensure the software continues to operate in accordance with the intended purposes and industry best practices. This includes prompt response by the Respondent of the following services:

- (1) Informing the Airport of any defects or errors in the Software that it becomes aware of correcting any defect or error in the Software through the procedures established in the approved Support Plan
- (2) Addressing any functional failures between the Airlines' applications and the system software
- (3) Perform root cause analysis when required

3. Technical and Operational Requirements

Commercial off-the-shelf components shall be used for the project. Server head end shall be comprised of physical servers installed onsite at the Airport; cloud-based (offsite) systems may be considered for system back-up and restoration.

a. Workstations/Thin Clients – Respondent shall supply and configure workstations or thin clients for the purpose of airline agent access to the system. Such devices

shall be sufficiently “hardened” to be able to operate with minimum physical maintenance, be durable in the operating environment, and shall have any and all extraneous/unnecessary software removed prior to installation.

- b. Operating Systems shall be current Microsoft Windows platform
- c. Local Departure Control System – Respondent shall provide an LDCS that provides automated check-in and departure control for non-hosted airlines, charters, and irregular flight operations. The LDCS will enable airlines/flight to perform computerized passenger check-in and boarding using a common graphical user interface. The LDCS shall be capable of simultaneously supporting operations for at least six (6) airlines. The LDCS shall provide the following features and functionality:
 - (1) Full compliance with applicable IATA Standards including bag tag formats, boarding pass formats and baggage source messages.
 - (2) The LDCS shall be able to receive Passenger Name Lists (PNL) via e-mail from airlines and be able to electronically submit Advance Passenger Information System (APIS) data for compliance with US, Canada and Mexico Customs and Border Protection regulations for reporting airline passenger and crew information.
 - (3) The LDCS shall perform the function of an airline host system and include the ability to generate and print passenger manifests, various reports and logs synchronized with the IAS flight schedule data and related systems and including airline user data fields such as priority passenger services, check in status, seat assignments, standby lists and seat availability, luggage quantities and weight, and baggage tag numbers.
 - (4) The ability to generate and print airline specific ticketing, boarding, baggage tag and logos.
- d. Contractor shall license the LDCS software to the Airport.
- e. Licensing: Contractor shall hereby license all software developed by the Contractor for this Contract to the Airport.

Proposal Evaluation Process

A. Proposal Format

The proposal shall contain, at a minimum, the following information, and shall be limited to a maximum of twenty (20) pages excluding the front and back cover and dividers:

1. Executive Summary - Respondents shall provide an Executive Summary which includes, but is not limited to, an overview of the Project Team, the number of successful implementations of similar projects in the past 5 years by the proposed project team, and an overview of the methodology and costs proposed. Please provide a reference (name, address, phone number and email address) for each of

the projects listed. This summary should also include:

- a. Company name, address, telephone number and web site address of the Respondent. Clearly indicate corporate name and the “doing business as” name and/or brand name if different. If corporate name or “doing business as” name has changed during the last 24 months, specify any previous D/B/A names used during that period;
 - b. Full name, title, mailing address, telephone number and e-mail address of primary point of contact for the company who will be managing or coordinating the project with the City;
 - c. A biography of the key staff member responsible for and directly leading the Project.
2. Statement of Project Understanding - In a narrative format, provide your firm’s understanding of the project as outlined in this request. Identify any potential challenges or special concerns that may be encountered, based on past experience
 3. Technical Approach - Provide a thorough description of the technical solution and project implementation approach, including detailed project plan, methodology, and schedule for completing the project.
 - a. Describe how the implementation of the system may affect the long-term impact to the existing airport infrastructure. This includes, but is not limited to items such as overall system power consumption, HVAC requirements, server room space, network infrastructure, and internet connectivity requirements.
 - b. Include a detailed description of anticipated milestones and key deliverables.
 - c. Describe the critical factors for the success of the project, the testing plan that will be executed, and how the project will be tracked to ensure successful completion on time.
 - d. Provide a detailed training plan for ensuring effective use by the end-users upon project completion.
 - e. Provide a detailed support plan that describes the means and methods for providing services, the service level guarantee, and the specific services included for the annual service and support fee. Confirm that these services are included under warranty for the first year of coverage.
 - f. Provide a detail description of licensing terms and system use: Who owns the software and hardware? What will happen when the annual support ends? Can the systems continue being used?
 4. Project cost. The firm shall provide a detailed all-inclusive fee schedule for a five (5) year period that encompasses the Scope of Work as with a breakout for the cost elements.

- a. Equipment cost (Include a detailed component listing with cost breakout for the components)
- b. Installation/labor cost
- c. Training
- d. Software licensing costs (years 1 to 5). Indicate when the licensing costs begin; provide a detail of the individual licensing elements for the features included in the base system proposal.
- e. Support/maintenance cost (years 2 to 5). Support costs will begin upon expiration of the one year warranty period.

B. Evaluation Process

The Airport's Evaluation Committee shall review each proposal and select the proposing firm that it determines to be the most qualified to undertake the project, in the Airport's sole discretion, pursuant to the evaluation criteria set forth in this section. A proposing firm may be required to submit additional or supplemental information to the Airport to facilitate this selection process.

An initial proposal may be rejected if it is determined by the Airport to be non-responsive, however, the Airport reserves the right to waive any irregularities or technicalities that it determines, in its sole discretion, to be minor in nature and in the best interests of the Airport. Further, any response may be rejected if it is determined by the Airport that the proposing firm is not capable of performing the project satisfactorily or due to the failure of the proposing firm to provide information requested relating to such determination.

C. Evaluation Criteria

1. Project Understanding (15 points)

- a. 5 Points - Project Team, Firm Qualifications, and Key Personnel
- b. 10 Points - Project understanding

2. Project Technical Approach and Cost Saving Measures (45 points)

- a. 10 Points - The proposed S/CUPPS-FIDS described design approach is an effective solution for the Airport and meets/exceeds the RFP requirements.
- b. 5 Points - The proposed S/CUPPS-FIDS solution is a proven technology and the system is advantageous for long-term operations (upgrades) and maintenance.
- c. 5 Points - Provide the status of proposed system software (i.e., degree of required development and customization, number of airports at which

the software is installed, years of operating experience, etc.).

- d. 20 Points - Discuss the challenges your team has identified on the project and how your firm/team intends to approach those issues. Identify any technical innovations, which may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the particular expertise your firm/ team offers and how you propose to use that expertise to benefit the Airport to add value to the project.
- e. 5 Points - Provide a project schedule which addresses key project elements and takes into consideration major elements. This schedule should be complete and represent a commitment to the project and show the ability to deliver project in a timely manner.

3. Project Cost (40 points)

- a. 20 Points - Does the proposed project cost for systems, options, or alternatives match the expectations of the Airport
- b. 10 Points - What is the Proposer's long-term advantageous warranty and maintenance approach
- c. 10 Points - Evaluation of viable and effective cost saving measures or alternatives proposed by the respondent team

D. Acknowledge the receipt of any addendums to this RFP (by addendum number).

E. Respondent will submit an original and five (5) copies of its proposal package.

- 1. The materials submitted by Respondents will remain confidential during the evaluation and negotiation process. Following the selection, all proposals become part of the public record and are open to public inspection. Respondents wishing to exempt appropriate portions of their proposals from disclosure as public records should discuss their concerns with the City of Killeen's City Attorney office prior to submission of their Qualifications. The City Attorney's office may be contacted at 254-501-7710.
- 2. The City may otherwise use or disclose the data submitted by each respondent, unless its use is requested to be restricted by a respondent, and such restriction is approved by the Texas Attorney General's office.

F. Submitted proposals MUST give full firm name and address of respondent, and have original signature; failure to do so will disqualify the firm / team. The individual signing the RFP must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners; all partners shall execute the proposal. Partnership and Respondent / proposer

shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

G. Following a review of all proposals by the Evaluation Committee, a short list of firms may be developed and a request made for these firms to give presentations/demonstrations either via the web or in person. If presentations are requested, they will be evaluated as part of the award determination.

CONTRACT REQUIREMENTS

The proposal selection process itself will not result in a contract, but instead initiate negotiations between the City and successful Respondent. The selected Respondent will be responsible for preparing a contract for all services associated with the proposed development in a form acceptable to the City, but including the minimum requirements below. It is the responsibility of the selected to verify all required regulations applicable to the project before proposals are submitted by team.

A. Contractor's Insurance

As part of the proposal from the selected Respondent, insurance of the types and in the amounts described below will be provided. City and the City's Authorized Representative shall be included as an insured under the CGL, and under the commercial automobile liability, and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, City.

1. Commercial General and Umbrella Liability Insurance: Maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 each occurrence. If CGL insurance contains a general aggregate limit, it shall apply separately to the project.
2. Professional Liability Insurance: All professional engineers stamping plans for structural, mechanical, electrical, and plumbing systems to maintain professional liability insurance with a limit of not less than \$2,000,000 each occurrence.
3. Continuing Coverage: Maintain commercial general liability (CGL), if necessary commercial umbrella liability insurance, and professional liability insurance with limits of not less than \$2,000,000 each occurrence for at least 3 years following substantial completion of the work.
4. Commercial Auto and Umbrella Liability Insurance: Maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. If the proposal requires the removal and hauling of hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement

(MCS 90) shall be attached.

5. Worker's Compensation Insurance: Contractor shall maintain worker's compensation and employer's liability insurance to include employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

B. Construction Permits

The Team shall be required to procure all applicable local, state, and federal codes and permits including, but not limited to, the following and pay all associated fees:

- ▶ Killeen Code of Ordinances
- ▶ City of Killeen Building Permit
- ▶ Federal Regulation Title 14 Part 77 Notice of Construction (Temporary and Permanent)
- ▶ FAA Form 7460-1; Notice of Proposed Construction or Alteration

C. Performance and Payment Bonds

After negotiating a proposal and at the time of the execution of the contract, the successful Respondent shall furnish the City with surety bonds that have been fully executed by the Respondent and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Each bond shall be in a sum equal to the full amount of the contract.

D. Contract Time

The successful Respondent shall be required to provide a proposed schedule that incorporates the phasing needs and requirements of the City as part of the negotiating process, which will be incorporated into the contract.

AWARD OF CONTRACTURAL AGREEMENTS

It is the desire of the City of Killeen to enter into a contract with an experienced and qualified vendor who can reliably execute the project that is described in this RFP directly and through the use of subcontractors and sub-consultants.

Preparation of the contract is the responsibility of the selected vendor after negotiations with airport/City staff. Final approval of all contracts rests with the City of Killeen, City Council following review and recommendation by the selection committee. If an agreement cannot be reached with the initial selected respondent, the City reserves the right to terminate negotiations with that team and begin negotiating with other qualified teams in order of selection, and so on, until an acceptable project scope and agreement are reached.

The City does not guarantee that a contract will be awarded as a result of this RFP. In the event that a contract award is made, but the contract is not executed, the City does not guarantee the contract will be re-awarded.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

CERTIFICATION

Statements must be completed and submitted as required in this document. The certification form must be fully completed.

By signing this document, the respondent 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

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

The undersigned affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal.

Print Name _____

Signature _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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.

OFFICE USE ONLY

Date Received

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

2 **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.)

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

Name of Officer

4 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

5 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.

6 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).

7

Signature of vendor doing business with the governmental entity

Date

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.