# Contract Terms & Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page.

| # | Title | Comply | Exception | Not Comply |
| --- | --- | --- | --- | --- |
| 5.1.1 | Services |  |  |  |
| 5.1.2 | Incorporation by Reference |  |  |  |
| 5.1.3 | Statement of Work |  |  |  |
| 5.1.4 | Change Orders |  |  |  |
| 5.2.1 | Fees |  |  |  |
| 5.2.2 | Appropriations Constraints |  |  |  |
| 5.2.3 | Time and Materials |  |  |  |
| 5.2.4 | Fixed Fees |  |  |  |
| 5.2.5 | Right to Withhold Payment |  |  |  |
| 5.2.6 | Invoices |  |  |  |
| 5.2.7 | Taxes |  |  |  |
| 5.3.1 | Inspections |  |  |  |
| 5.3.2 | Non-Complying Work |  |  |  |
| 5.3.3 | Corrections of Non-Complying Work |  |  |  |
| 5.4.1 | Contract Managers and Key Personnel |  |  |  |
| 5.4.2 | Provider Personnel and Permitted Subcontractor Requirements |  |  |  |
| 5.4.3 | Provider Personnel Compensation |  |  |  |
| 5.4.4 | Permitted Subcontractors |  |  |  |
| 5.5.1 | Licenses and Consents |  |  |  |
| 5.5.2 | Rules and Regulations |  |  |  |
| 5.5.3 | Records |  |  |  |
| 5.5.4 | Time Is of the Essence |  |  |  |
| 5.5.5 | Territory |  |  |  |
| 5.5.6 | Project Schedule and Acceptance |  |  |  |
| 5.5.7 | Programming Services |  |  |  |
| 5.5.8 | Acceptance Testing |  |  |  |
| 5.5.9 | Professional Services Warranty |  |  |  |
| 5.5.10 | Ineffective Training |  |  |  |
| 5.5.11 | Subcontracts |  |  |  |
| 5.5.12 | Video and Audio Recording |  |  |  |
| 5.6.1 | Contract Manager |  |  |  |
| 5.6.2 | Cooperation |  |  |  |
| 5.6.3 | Access |  |  |  |
| 5.7.1 | Term |  |  |  |
| 5.7.2 | Termination by City |  |  |  |
| 5.7.3 | Termination by Either Party |  |  |  |
| 5.7.4 | Effect of Termination |  |  |  |
| 5.7.5 | City Restrictions |  |  |  |
| 5.7.6 | Survival |  |  |  |
| 5.8.1 | City Ownership of Deliverables |  |  |  |
| 5.8.2 | Provider’s Pre-Existing Materials |  |  |  |
| 5.8.3 | Patents, Copyrights, and Proprietary Rights Indemnification |  |  |  |
| 5.8.4 | Unlimited Liability for Software Provider Infringement |  |  |  |
| 5.9.1 | Replication of Software |  |  |  |
| 5.9.2 | Risk During Software Installation |  |  |  |
| 5.9.3 | Warranty Pertaining to Hardware Recommendation |  |  |  |
| 5.9.4 | Payment Terms – Software License |  |  |  |
| 5.10.1 | Definition of Confidential Information |  |  |  |
| 5.10.2 | Nondisclosure |  |  |  |
| 5.10.3 | Compelled Disclosure |  |  |  |
| 5.10.4 | CORA |  |  |  |
| 5.11.1 | Access and Use |  |  |  |
| 5.11.2 | Authorized Disclosure |  |  |  |
| 5.11.3 | Privacy and Information Security Requirements |  |  |  |
| 5.11.4 | Provider’s Information Security Program |  |  |  |
| 5.11.5 | Notice of Security Incident |  |  |  |
| 5.11.6 | Password Security |  |  |  |
| 5.11.7 | Software Interfaces |  |  |  |
| 5.11.8 | Source Code Escrow |  |  |  |
| 5.11.9 | Right to Outsource |  |  |  |
| 5.11.10 | Use of Software by Personnel Who Are Not Employees |  |  |  |
| 5.11.11 | Disaster Recovery & Disaster Recovery Testing |  |  |  |
| 5.11.12 | Disclaimers and Limitations of Remedies |  |  |  |
| 5.12.1 | Extended Services |  |  |  |
| 5.12.2 | Annual Fees |  |  |  |
| 5.12.3 | Resolution and Response Time Warranty |  |  |  |
| 5.12.4 | Termination of Annual Maintenance and Support |  |  |  |
| 5.12.5 | Federally Mandated Changes |  |  |  |
| 5.12.6 | Future Releases / Upgrades |  |  |  |
| 5.12.7 | Solution Longevity |  |  |  |
| 5.12.8 | Successor Software Products |  |  |  |
| 5.12.9 | Functionality Replacement |  |  |  |
| 5.12.10 | Continuity of Warranty |  |  |  |
| 5.12.11 | Payment Terms – Annual Fees |  |  |  |
| 5.13.1 | Hosting Services |  |  |  |
| 5.13.2 | Service Audits |  |  |  |
| 5.13.3 | Disaster Recovery |  |  |  |
| 5.13.4 | Penetration Testing |  |  |  |
| 5.13.5 | Back-up and Recovery |  |  |  |
| 5.13.6 | Secure Data Transmission |  |  |  |
| 5.13.7 | Background Checks |  |  |  |
| 5.13.8 | City Notification if Third-Party Request for Data |  |  |  |
| 5.13.9 | Provision of City Data upon Termination |  |  |  |
| 5.13.10 | Transition Services |  |  |  |
| 5.13.11 | Annual Hosting Fees |  |  |  |
| 5.13.12 | Payment Terms – Annual Hosting Fees |  |  |  |
| 5.13.13 | Service Level Agreement Overview |  |  |  |
| 5.13.14 | Definitions |  |  |  |
| 5.13.15 | Service Availability |  |  |  |
| 5.13.16 | Applicability |  |  |  |
| 5.13.17 | Force Majeure |  |  |  |
| 5.14.1 | Mutual Representation Warranties |  |  |  |
| 5.14.2 | Provider Representation and Warranties |  |  |  |
| 5.15.1 | General Indemnification |  |  |  |
| 5.15.2 | Infringement Indemnification |  |  |  |
| 5.15.3 | Procedure |  |  |  |
| 5.16.1 | Consequential Damages |  |  |  |
| 5.16.2 | Liability Cap |  |  |  |
| 5.16.3 | Exclusions from Limitation; Survival |  |  |  |
| 5.17.1 | Type and Amount of Insurance |  |  |  |
| 5.17.2 | Insurance Policy Requirements |  |  |  |
| 5.17.3 | Certificates Upon Request; Sufficiency Qualification |  |  |  |
| 5.18.1 | Further Assurances |  |  |  |
| 5.18.2 | Force Majeure |  |  |  |
| 5.18.3 | Liquidated Damages |  |  |  |
| 5.18.4 | Independent Contractors |  |  |  |
| 5.18.5 | Non-Collusion |  |  |  |
| 5.18.6 | Conflict of Interest |  |  |  |
| 5.18.7 | Publicity |  |  |  |
| 5.18.8 | Notices |  |  |  |
| 5.18.9 | Interpretation; Construction |  |  |  |
| 5.18.10 | Entire Agreement; Order of Precedence |  |  |  |
| 5.18.11 | Assignment |  |  |  |
| 5.18.12 | No Third-Party Beneficiaries |  |  |  |
| 5.18.13 | Amendment; Waiver |  |  |  |
| 5.18.14 | Severability |  |  |  |
| 5.18.15 | Audit |  |  |  |
| 5.18.16 | Governing Law; Venue |  |  |  |
| 5.18.17 | Equitable Remedies |  |  |  |
| 5.18.18 | Business Continuity and Contingency Plans |  |  |  |
| 5.18.19 | Counterparts |  |  |  |
| 5.18.20 | Government Immunity |  |  |  |
| 5.18.21 | Equal Opportunity Employment/Nondiscrimination Policy |  |  |  |
| 5.18.22 | Governing Law Clause |  |  |  |
| 5.18.23 | Effect of Regulation |  |  |  |

## Contract Terms and Conditions – Exception Explanations

For all items marked as “Exception” in the Agreement Terms and Conditions Compliance Checklist, a Proposer must fully explain the exception on the Exception Explanations form below.

|  |  |  |
| --- | --- | --- |
| Exception Explanations | | |
| # | Title | Explanation of Exception |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# Proposal Forms

Introduction

This section contains various forms that should be prepared and submitted along with the Vendor’s proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

* Minimum Criteria
* Proposal Signature Form
* Non-Collusion Affidavit
* Certificate of Liability Insurance
* Vendor Information Form
* Client Reference Form
* Acknowledgement Form
* Debarment Form
* Pricing Forms (Excel format)

Minimum Criteria

As noted in section **Error! Reference source not found.** of this RFP of this RFP, proposed solutions MUST meet all of the following requirements. Proposals not meeting these requirements will be rejected. Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

|  |  |
| --- | --- |
| Minimum Criteria | Yes/No |
| Minimum Client Software Installations |  |
| Experienced with Water Budget  (Examples must be listed in the response to Question 21 of the Section 7.6 Vendor Proposal Form.) |  |
| RFP Response |  |
| Response Authorization |  |
| Response Completeness |  |
| PCI Compliance |  |

## Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Greeley, CO:

PROPOSAL: Customer Information System (CIS) and Implementation Services

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| $ | | | | | |  | | $ | | | | |
| (Total price spelled out in words) | | | | | |  | | (Total figure in numbers – must equal the figure on the Pricing Form) | | | | |
| Firm Name: |  | | | | |  | | Date: | |  | | |
| Address: | |  | | | | | | | | |
|  | |  | | | | | | | | |
| Telephone: | |  | | | | | | | | |
| Signature: | |  | | | | | | | | |
|  | | | (Person executing response and official capacity) | | | | | | | | |
| (Names of principal officers:  designate official capacity) | | | | | | | | | (If partnership or assumed name,  indicate name of owners) | | |
|  | | | |  |  | |  | |  | | |
|  | | | |  |  | |  | |  | | |
|  | | | |  |  | |  | |  | | |
|  | | | |  |  | |  | |  | | |
|  | | | |  |  | |  | |  | | |

## Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF

THE VENDOR AND FURNISHED WITH EVERY PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn, deposes and says he/she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) (Title)

Of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the proposal responder that has *(Company)*

submitted to the City a proposal for a Customer Information System (CIS) and Implementation Services all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the City is directly or indirectly interested in said proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Day) (Month) (Year)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notary Public)

## Certificate of Liability Insurance

See page below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *ACORD* CERTIFICATE OF LIABILITY INSURANCE  TM | | | DATE (MM/DD/YYYY)  05/14/2013 | |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to  the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | |
| PRODUCER  ABC Insurance Company  P. O. Box 1234 Anywhere, USA | CONTACT  NAME: | | | |
| PHONE  (A/C, No, Ext): | FAX  (A/C, No): | | |
| E-MAIL  ADDRESS: | | | |
| PRODUCER  CUSTOMER ID #: | | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURED  Sample Certificate | INSURER A : Financial Rating of A | | |  |
| INSURER B : | | |  |
| INSURER C : | | |  |
| INSURER D : | | |  |
| INSURER E : | | |  |
| INSURER F : | | |  |
|  |  | | |  |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | | | | | | | | | | | | |
| INSR  LTR | TYPE OF INSURANCE | | | | | | | | | ADDL  INSR | SUBR  WVD | POLICY NUMBER | POLICY EFF  (MM/DD/YYYY) | POLICY EXP  (MM/DD/YYYY) | LIMITS | | | | |
|  | GENERAL LIABILITY | | | | | | | | |  |  |  |  |  | EACH OCCURRENCE | | | | $1,000,000 |
| X | COMMERCIAL GENERAL LIABILITY | | | | | | | | DAMAGE TO RENTED  PREMISES (Ea occurrence) | | | | $100,000 |
|  |  | CLAIMS-MADE X OCCUR | | | | | | | MED EXP (Any one person) | | | | $5,000 |
|  |  | | | | | | | | PERSONAL & ADV INJURY | | | | $1,000,000 |
|  | GENERAL AGGREGATE | | | | $2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | PRODUCTS - COMP/OP AGG | | | | $2,000,000 |
|  | POLICY | |  | PRO-  JECT | |  | | LOC |  | | | | $ |
|  | AUTOMOBILE LIABILITY | | | | | | | | |  |  |  |  |  | COMBINED SINGLE LIMIT  (Ea accident) | | | | $1,000,000 |
| X | ANY AUTO  ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS  NON-OWNED AUTOS | | | | | | | |
| BODILY INJURY (Per person) | | | | $ |
|  |
| BODILY INJURY (Per accident) | | | | $ |
|  |
| PROPERTY DAMAGE  (Per accident) | | | | $ |
| X |
| X |  | | | | $ |
|  |  | | | | $ |
|  |  | UMBRELLA LIAB  EXCESS LIAB | | | |  | | OCCUR CLAIMS-MADE | |  |  |  |  |  | EACH OCCURRENCE | | | | $ |
|  |  | | AGGREGATE | | | | $ |
|  | DEDUCTIBLE  RETENTION $ | | | | | | | |  | | | | $ |
|  |  | | | | $ |
|  | WORKERS COMPENSATION  AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)  If yes, describe under  DESCRIPTION OF OPERATIONS below | | | | | | | | | N/A |  |  |  |  | X | WC STATU- TORY LIMITS |  | OTH- ER |  |
| E.L. EACH ACCIDENT | | | | $100,000 |
| E.L. DISEASE - EA EMPLOYEE | | | | $100,000 |
| E.L. DISEASE - POLICY LIMIT | | | | $500,000 |
|  |  | | | | | | | | |  |  |  |  |  |  | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City. | | | | | | | | | | | | | | | | | | | | |

CERTIFICATEHOLDER CANCELLATION ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD Oc1988-2009 ACORD CORPORATION. All rights reserved.

City of Greeley

1000 10th St

Greeley, CO 80631-3808

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

#S786373/M786364

Vendor Proposal Form

|  |  |
| --- | --- |
| Vendor name: |  |
| Software brand name: |  |
| Software version proposed & number of years in production: |  |
| Is Vendor prime contractor: | Yes 🞏 No 🞏 |

|  |  |
| --- | --- |
|  | How do you guarantee the services provided by your company? |
|  |  |
|  | How many fully operational (i.e. Live) customer installations of the version proposed in this RFP, currently in production, has the Vendor completed? |
|  | |  |  |  | | --- | --- | --- | |  | Colorado | Nationally | | Local government |  |  | | Other public sector |  |  | | Other non-public sector |  |  | | Overall: |  |  | |
|  | How many fully operational customer installations (i.e. Live), of all versions, has the Vendor completed? |
|  | |  |  |  | | --- | --- | --- | |  | Colorado | Nationally | | Local government |  |  | | Other public sector |  |  | | Other non-public sector |  |  | | Overall: |  |  | |
|  | How many current system implementations of your solution are *in-process* within both the State of Colorado and the Vendor-defined region of the Country that includes the State of Colorado? |
|  | |  |  | | --- | --- | |  | Current in-process Implementations | | State of Colorado |  | | Region |  | | Total: |  | |
|  | Where is the Vendor’s closest support facility/sales office to Greeley, CO? |
|  |  |
|  | Where is the Vendor’s company headquarters? |
|  |  |
|  | Please list the Vendor’s sales in the previous three years: |
|  | |  |  | | --- | --- | | Year | Sales | | 2018 |  | | 2017 |  | | 2016 |  | |
|  | What is the Vendor’s hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set? |
|  | |  |  | | --- | --- | | Rates for Additional Implementation Assistance | | | Skill Set | Hourly Rate | |  | $ / hr. | |  | $ / hr. | |  | $ / hr. | |
|  | Please indicate two separate potential visits of 2-3 consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference. |
|  | |  |  | | --- | --- | | Demonstration Date Options | | | Dates: | Prefer | Available | Not Available | | Week of February 10 |  |  |  | | Week of February 17 |  |  |  | | Week of February 24 |  |  |  | |
|  | What would be the Vendor’s preferred comparably sized, site visit location? |
|  |  |
|  | What is the total duration of your proposed implementation approach? |
|  |  |
|  | Please list all third-party solutions proposed. |
|  |  |
|  | What database are you proposing? |
|  |  |
|  | Is the solution hosted by the vendor or a third-party? |
|  |  |
|  | Please describe the minimum commitment term (in years) for a vendor-hosted or cloud option and note the term assumed for determining the proposed costs. |
|  |  |
|  | What is the query tool and report writer that Vendor is proposing? |
|  |  |
|  | What is your recommended approach to training (End-user vs. train the trainer), for this City, and why? |
|  |  |
|  | Identify the degree to which Vendor staff will be onsite versus off-site during the project. |
|  |  |
|  | Will the vendor contractually agree to: |
|  | |  |  |  | | --- | --- | --- | | Contractual Inquiry | | | | Term / Condition | Yes | No | | Provide on-site staff for training and implementation |  |  | | Non-performance hold-backs? |  |  | | Payment hold-backs until fully operational and formally accepted? |  |  | | Allow the City the licensed to thto the ct (HRSDOto approve Vendor staff assigned to help with implementation? |  |  | | One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires |  |  | |
|  | Describe how your software will be licensed to the City (e.g. site license, named users, concurrent users, etc.) |
|  |  |
| 21. | List your CIS implementations that included water budget functionality |
|  |  |

Client Reference Form

|  |  |
| --- | --- |
| Vendor name: |  |
| Customer name: |  |
| Customer contact: |  |
| Customer phone number: | ( ) |
| Customer E-mail address |  |
| System which Solution Replaced |  |

|  |
| --- |
| Describe Nature of Project and Services Provided to This Client: |
|  |

|  |
| --- |
| Configuration of Solution Implemented (Hardware, Software): |
|  |

## Acknowledgement Form

EXHIBIT 1

PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Original Signature by Authorized Officer/Agent

Type or printed name of person signing Company Name

Title Phone Number

Vendor Mailing Address Fax Number

City, State, Zip Proposal Valid Until (at least for 90 days)

E-Mail Address Website Address

Project Manager:

Name (Printed) Phone Number

Vendor Mailing Address Fax Number

City, State, Zip Email Address

## Debarment Form

PROJECT NAME AND RFP#

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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