



REQUEST FOR PROPOSAL CITY OF CLARENDON BROADBAND DEPLOYMENT

The City of Clarendon (City) is soliciting a Request for Proposal (RFP) to solicit a response and other documents from Internet Service Providers qualified to deploy, operate, and maintain a broadband internet network ensuring that current city locations/premises such as City Hall, Airport, Library, Recycling Center, etc. in Clarendon are served by high-speed broadband. It is the intent of the City to award this RFP to the highest evaluated respondent.

BACKGROUND:

A significant portion of the City of Clarendon premises/ locations lack high-speed broadband services. The City seeks to form a public—private partnership to make Gigabit-class bandwidth available to as many city owned properties such as the Airport, City Hall, Recycling Center, etc. The high-speed broadband services shall specifically provide a service designed to reliably meet or exceed a minimum standards of providing a speed of not less than 25 megabits per second for download, speed not less than three megabits per second for an upload and network round trip latency of less than or equal to 100 milliseconds based on the 95th percentile of speed measurements.

INTENT: It is the intent of this REQUEST FOR PROPOSAL (RFP) to solicit proposals for Highspeed Internet at city locations.

WHAT: Bidders are requested to submit a bid for internet services at four plus locations within the City of Clarendon.

WHERE: City of Clarendon Locations:

- City Hall (7 Offices/ Computers and future security cameras installed) 313 S Sully St.
- Library (3 Computers and 4 public computers) 217 S. Kearney St
- Recycling Center (Future Security Cameras to be installed) 400 N. Front St.
- Airport (Pilots Lounge- Security Cameras installed) 400 W 3rd

All deployment, maintenance, and operational costs, including customer acquisition and customer service, will be the responsibility of the Applicant.

The capital financial contribution of the City is explicitly designed to compensate and adjust the overall project's financial metrics to acknowledge that the selected Applicant will be creating and making available specific, pre-defined broadband products within the specified geographic areas of the City of Clarendon.

Applicants shall understand that the City may have one or more funding sources, and that the ultimate source(s) of funding may require appropriations or other governmental proceedings to

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make the source(s) available. Any awards and/or contracts resulting from this RFP will be subject to the available funds.

Approximate Timeline:

Issuance of RFP	April 4, 2024
1 ST Advertisement	April 11, 2024
2 nd Advertisement	April 18, 2024
Deadline for RFP Questions	May 1, 2024
Deadline for Responses to RFP Questions	May 6, 2024
Proposal Due Date	May 7, 2024
Review and Evaluation of Proposals	May 9, 2024 (Regular City Council Meeting)

DUE DATE AND DELIVERY LOCATION

Seven copies (1) Original signed paper response of your RFP and (7) hard copies of your response, and (1) USB drive copy containing all items and information required by this RFP must be submitted in a sealed envelope or box clearly marked with: **RFP 5-24 CITY OF CLARENDON BROADBAND DEPLOYMENT** on the outside of the envelope or box and must be received in the Purchasing Department at the following address and time stamped on or before **Wednesday, May 7, 2024 at 3:00 p.m. Central Standard Time** to be considered:

Physical Address:
City of Clarendon
Clarendon City Hall
313 S. Sully Street
Clarendon, Texas 79226

Mailing Address:
City of Clarendon
Clarendon City Hall
P.O. Box 1089
Clarendon, Texas 79226

GENERAL CONDITIONS

OWNERSHIP OF WORK PRODUCT

Respondent acknowledges and agrees that all work produced pursuant to this RFP is work made for hire and accordingly, all data and reports are owned exclusively by the City. A complete copy of same shall be provided to the City and any further use of these work products shall be only with the express written consent of the City.

LEGAL ADDRESSES

All notices, letters, and other communications to the respondent will be mailed, faxed, emailed or delivered to the respondent's business address, fax number or email address listed in your response. The respondent may change the address or contact information at any time by notice in writing to the

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INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless City and its elected officials, officers, agents, and employees from and against any and all claims, demands, damages, costs, liabilities and expenses, including penalties, fines, Judgments (including court costs, interest and reasonable attorney's fees), of any kind arising out of the negligent acts, errors, or omissions of consultant, its employees, subcontractors or agents in performing services under this agreement. Consultant is to perform in a sound and professional manner by exercising the degree of care, skill, and diligence in the performance of the services as is exercised by a professional under similar circumstances at the time such services are performed. This indemnity provided herein shall survive the expiration or termination of this agreement.

PROPOSALS BECOME PUBLIC RECORDS

During the evaluation process, the City treats all responses with the highest level of confidentiality. However, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information. Any proprietary information revealed in the proposal should therefore be clearly identified as such.

CONFIDENTIAL OR PROPRIETARY INFORMATION

If you consider any portion of your response to be confidential and/or proprietary and that disclosure of its contents to competitors would cause you substantial competitive harm, you must clearly identify those portions of your response by putting the term CONFIDENTIAL OR PROPRIETARY in bold letters on the applicable page(s). The City will attempt to protect the identified portions from disclosure to the extent possible under the law. You will be given notice of any request for disclosure of the identified information and given the opportunity to support your claim of confidentiality before the Texas Attorney General.

ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all responses or parts of responses, to waive any formalities and technicalities, and to accept the best evaluated response.

CANCELLATION

The RFP may be cancelled (in part or in its entirety) at any time with written notice by the City.

REIMBURSEMENTS

There is no express or implied obligation for the City to reimburse respondents for any expenses incurred in preparing responses to this Request for Proposals. The City will not reimburse respondents for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

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DISPUTES

In case of any doubt or difference of opinion as to the services and deliverables herein, the decisions of the City shall be final and binding on both parties. The laws of the State of Texas will govern interpretation and performance of the obligations imposed on the parties pursuant to this order. Further, the successful respondent agrees that the courts of the State of Texas shall have jurisdiction over the successful respondent with respect to any action brought by the City relating to the performance of the respondent's obligation hereunder. The venue and jurisdiction of any suit, right or cause of action arising under or in connection with these specifications, shall lie exclusively in Donley County, Texas.

REQUEST FOR NON-CONSIDERATION

Request for non-consideration or withdrawal of a response must be made in writing to the Purchasing Agent and received by the City prior to the time set for opening.

DEFAULT

In case of default by the successful responder, the City of Clarendon may procure the services from other sources.

CONDITIONS FOR PROPOSAL SUBMITTAL

All responses to this RFP become the property of the City. The City will not return responses or other information supplied to the City.

All respondents shall comply with all conditions, requirements, and specifications contained herein. Any departure will constitute sufficient cause for rejection of the response.

Responses to this RFP are to be signed by an officer of the company authorized to bind the company in a contract submitted and to its provisions submitted in the RFP. Failure to manually sign the response will disqualify the respondent. Responses are to contain a statement indicating the period during which the response will remain valid. A period of not less than ninety (90) days is required.

FAMILIARITY WITH SCOPE OF WORK

This RFP is based on the Scope of Work and information included in this document. Prior to submission of any response, each respondent should be thoroughly familiar with the scope, information, and the general terms and conditions in this package. The failure or omission of any respondent to examine any form, instrument or document shall in no way relieve any respondent from any obligation in respect to his/her response. No allowance will be made because of lack of knowledge of this document. It is the responsibility of each respondent to ascertain the completeness of the information contained herein and thoroughly address those concerns in their response to this RFP.

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SPECIFIC PERFORMANCE

This RFP will require specific performance on all criteria as stated in your response. All specifications are as written unless specifically taken exception to by you. Any exception accepted by the City will be strictly adhered to. Responders must submit written requests for exceptions to any specifications/conditions with their response. Exceptions made without submission of a written request may result in disqualification.

SUBMISSION OF RFP RESPONSES AND REQUIRED CONTENT

This RFP is intended to provide responders with an opportunity to demonstrate their ability to perform the required tasks. The content of the RFP response should respond to information presented in the RFP. To assist the City in evaluation of your RFP response, the following are minimum requirements that must be included in your response in order to be deemed a responsive RFP.

A narrative describing the understanding of the scope of services, your approach to the project, project plan that outlines your approach and methodology.

The response must include a designation of the individual who will be the City's primary contract person or persons during the course of the project. This individual must be acceptable to the City of Clarendon's to perform program management functions. The program manager shall be the single point of all communications between the City of Clarendon and the respondent. Responses should demonstrate security and system requirements for software. Responses should demonstrate the project management, implementation, professional services, and training that is provided and include pricing as it relates to this RFP and contents. The requirements below are intended to provide a general guideline of City requirements for a Learning Management System, however the City is interested in learning about enhanced features and services that reach beyond the City's basic requirements as well. Provide information in your response that demonstrates: Proposed Security Requirements and Quality of Content, Proposed System Requirements, References, Proposed Pricing, and Demonstrated Project Management, implementation, professional services, and training.

Attachment A must be signed and returned with your response.

Attachment B must have Certificate of Insurance.

Attachment C must be filled out with at least (3) references from governmental agencies of similar size and scope.

Attachment D must be respondents information and signature.

Attachment E must be signed and returned with your response.

Sign and return all addendums in order to considered a responsive bidder.

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RFP SCOPE OF WORK

The Vendor shall provide the following services at a minimum:

1. Network Design and Construction Performance —

The vendor shall design, build, install, own, operate, and manage the network. Proposed solutions must be highly reliable and provide services capable of multicast, real-time video streaming, and video conferencing. The vendor should demonstrate that the proposed solutions are "built to scale" and meet the long-term internet needs of the city. The network shall have the following features and functionality.

- a. Capability for 100 Mbps download and 100 Mbps upload synchronous speeds to all locations. This is the minimum speed to be considered broadband service.
- b. The ability to scale to 1000 Mbps symmetrical will be scored higher. the connection/bandwidth should be designed to insure the lowest possible network latency. The high-speed broadband services shall specifically provide a service designed to reliably meet or exceed a minimum standards of providing a speed of not less than 25 megabits per second for download, speed not less than three megabits per second for an upload and network round trip latency of less than or equal to 100 milliseconds based on the 95th percentile of speed measurements.

2. Digital Equity —

- a. The vendor should provide information on how the plan will meet the goal of providing affordable internet. Describe all program options, partnerships, and contractual tools available to insure affordability into the future.
- b. Delivery of unfettered data offering that does not impose caps or usage limits on one use of data over another (i.e., does not limit streaming); all application providers (data, voice, video, cloud services) will be equally able to provide their services, and the consumer's access to applications will open the marketplace.

3. Coverage area —

- a. The coverage area for this phase is provided in Exhibit A. All responses should include all premises in the coverage area. This includes all city locations and buildings. Provide detailed documentation of proposed coverage and specify any proposed variance from the coverage area in Exhibit A.
- b. Provide a detailed timeline with milestones for delivering coverage to the entire proposed area.

4. Marketing and Community Partnership —

- c. Partner with the City and its other partner organizations to develop a marketing and outreach plan to include and provide collateral production, branding, culturally relevant, multi-lingual community outreach to bring awareness of services offered through the resulting contract.

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- d. Conduct community outreach to residents in coordination with the city and applicable partners to develop digital skills and maximize adoption rates.
- e. Develop relationships with the City and its partner organizations in order to allow for regular review of adoption rates, programmatic strategies to increase adoption, and input regarding connectivity needs, concerns and feedback related to overall performance of the services developed and deployed.

5. Maintenance and Support

- a. The vendor should provide information on how it plans to maintain and support the connection and subscriber support.
- b. Provide the location tech maintenance will be dispatched from and response time to be expected.

6. Cost -

- a. Vendor to provide proposed pricing

EVALUATION OF PROPOSALS

After the responses are opened on the established date and time, they will be reviewed for responsiveness. In order for a response to be considered responsive, it must conform to all the substantial material terms and conditions required in the RFP. A response that does not conform to all the substantial material terms and conditions in the RFP will be declared non-responsive and will not be further evaluated.

Responses will undergo an evaluation process conducted by members of City Council and staff. The respondent selected for award will be chosen on the basis of the best evaluated response to the City. The committee will evaluate the responses based upon the following evaluation criteria and scoring matrix:

EVALUATION CRITERIA:

This proposal will be awarded to the best evaluated proposer. The following scoring will be used to evaluate each proposer's response to the RFP.

A.	Cost	20 pts
B	Network Design and Construction Performance	20 pts
C.	Digital Equity	20 pts
D	Coverage Area	20 pts
E	Marketing and Community Partnership	20 pts
F	Total possible	100 pts

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NEGOTIATIONS:

Negotiations may be conducted with responsible respondents who submit Proposals that are reasonably susceptible of being selected. All respondents reasonably susceptible 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 Evaluation Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked respondent. Should negotiations with the highest ranked respondent fail to yield a contract, or if the respondent is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked respondent, etc. However, the City may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses.

BEST AND FINAL OFFER/REQUEST FOR CLARIFICATION:

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step.

CONDITIONS FOR AWARD OF CONTRACT

CONTRACT FORM:

Please submit a sample contract that your company uses for this service. We will work with the awarded respondent to negotiate a contract that is acceptable to both parties if there is a conflict with the contract and the proposal, the proposal will be used. All other documents including the original Request for Proposal package together with all proposal addendums and clarifications and the successful respondents bid documents will be included by reference.

CONTRACT TERM:

The contract shall become effective from the date of acceptance and approval by the CITY. It will remain in full force and effect for an agreed term.

ASSIGNMENT OF PROPOSAL / CONTRACT:

Once the Contract is awarded to the successful Respondent, the Respondent cannot assign or subcontract the work or any part thereof, without the previous written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

CONTRACT DOCUMENT REQUIREMENTS:

After the proposal has been awarded by the governing body, the City will send the awarded respondent a Notice of Award which will include a contract and a listing of other documentation

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required prior to fully executing the contract. Upon receipt of this notice, the vendor will have ten (10) calendar days to provide the City with all of the insurance, signed contracts and any other documentation that is required by the terms and conditions of the proposal. The Contracts must be signed by the City, insurance, and all other conditions required by the terms and conditions of the proposal must also be met before any work may begin. If there is failure to

demonstrate good faith effort in providing the necessary documentation, then the respondent will be considered to have abandoned his proposal. The proposal will then be considered as non-responsive and may be promptly rewarded to the next best evaluated proposal.

INSURANCE:

Prior to the award of the contract, the recommended respondent must furnish and place on file in the City, an insurance certificate in compliance with the City Standard Certificate of Insurance Specification 2.04 including a Waiver of Subrogation (Attachment B).

DEBARMENT CERTIFICATION:

Respondent will be required to certify that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract resulting from these specifications by any federal department or agency. A 'No Award to Debarred or Suspended Vendor's Assurance' form is attached (Attachment A).

CONFLICT OF INTEREST:

Per the terms of Chapter 176 of the Local Government Code, should any vendor be awarded all or any part of the goods or services on which this Proposal solicits a return, then it is the vendor's sole responsibility to provide the City, with an updated Conflict of Interest Questionnaire, Form CIQ. The vendor must file the updated form within 7 days after learning that a prior filing (if any) is no longer accurate. This form and the names of the City Council Members, Mayor, and City Administrator is available on the City's website located at cityofclarendontx.com

FUNDING OUT CLAUSE:

Notwithstanding any contrary provision of this agreement, each payment obligation of the City created by this agreement is conditioned upon the availability of funds that are appropriated or allocated by the Clarendon City Council for the payment of the product of functionally similar products. If sufficient funds are not allocated and available for any subsequent fiscal year (October 1 to September 30) during the term of this agreement, the City may terminate this agreement or reduce its obligation to match the appropriated funding. The City shall notify the vendor that funds have not been appropriated by the City Council at the earliest possible time and this agreement will terminate or be reduced at the beginning of the fiscal year for which no funds or reduced funds have been appropriated by the City Council. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for

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any future payments due or for any damages as a result of termination or reduction under this section. This provision shall not be construed so as to permit the City to terminate or reduce this agreement in order to purchase, lease or rent similar equipment from another entity.

FORM 1295:

Effective January 1, 2016 The Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file form 1295 electronically with the Commission. Before the City of Clarendon will enter into a binding agreement with a business that said business must submit form 1295. The said business must go to www.ethics.state.tx.us to file Reports Electronically. Once the said business has filed the report electronically the said business will print a copy of the form and submit back to the City with the signed copy of the contracts. Once the City has received the copy of the submitted form 1295 and acknowledged the form on the Texas Ethics Commission website the City will execute the contract.

ATTACHMENTS:

- Attachment A: No Award to Debarred or Suspended Vendors Assurance
- Attachment B: Insurance 2.04
- Attachment C: References
- Attachment D: Respondent Info and Signature
- Attachment E: Anti-Israel Boycott Form
- Attachment F: Map of Area

ATT. A: NO AWARD TO DEBARRED OR SUSPENDED VENDOR'S ASSURANCE

NOTE: The City will not award a contract to:

Any contracting entity or any principals of contracting entities that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government entity may be considered ineligible to be awarded a contract by the City of Clarendon.

Any contracting entity or any principals of contracting entities that are within a three-year period preceding any bid or proposal convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; may be considered ineligible to be awarded a contract by the City.

Any contracting entity or any principals of contracting entities that are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph two may be considered ineligible to be awarded a contract by the City.

Any contracting entity or any principals of contracting entities that within a five-year period preceding the application of proposal being evaluated had any public transactions, or contracts (Federal, State, or Local) terminated for cause or default, may be considered ineligible to be awarded a contract by the City.

Any contracting entity or any principals of contracting entities that are within a five-year period preceding the application or proposal being evaluated had in the course of any public transactions (Federal, State, or Local) forfeited, payment or a performance bond on any contracted job, may be considered ineligible to be awarded a contract by the City.

Any contracting entity or any principles of contracting entities that involve the City in any kind of litigation without the express written permission of the City may be considered ineligible to be awarded a contract by the City.

Any contracting entity that fails to comply with City Policies and Procedures by starting any work without proper authorization from the City in writing and in hand prior to the commencement of the job or project may be disqualified or suspended for failure to comply with City Policies and Procedures. Any entity that knowingly or unknowingly assists or facilitates any employee of the City in avoiding or circumventing any City Purchasing Policy or Procedure may be subject to debarment or suspension for failure to comply with City Purchasing Policies and Procedures.

If in the course of any job or contract, any of the above items occur and the contractor may become, ineligible for public transactions with any Federal, State or Local agency, the City may have the right to take any steps it considers necessary to insure the timely and successful completion of the pending contract. This may include anything from additional monitoring and reporting requirements up to suspension and removal of a contractor or subcontractor from a jobsite.

The System for Award Management and the City's Excluded Parties List must be verified by the City and the recommended vendor must be declared eligible for award in writing, prior to any award.

By signing this form, the bidder acknowledges that they have read this entire document and certifies by their signature that none of the above exclusions apply to their company or business entity. Failure to return this executed document with the submitted bid documents may cause the bid to be deemed unresponsive.

Signed _____

Title _____

Company _____

Date _____

This document must be signed by a person authorized to bind the company in a contract.

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ATT. B: SUBSECTION 2.04
CERTIFICATE OF INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide minimum insurance coverages as listed below, prior to the execution of the contract and maintain coverages, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certificate of insurance will be placed on-file with the City of Clarendon prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKERS' COMPENSATION - Coverage A	Statutory
EMPLOYERS LIABILITY-Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

NOTES:

Worker's Compensation insurance shall include a
Waiver of Subrogation in favor of the City of Amarillo

COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products / Completed Operations	\$500,000
Products / Completed Operations Aggregate	\$500,000

NOTES:

- (1) Coverage for explosion, collapse, & underground property hazards cannot be excluded.
- (2) Contractual liability coverage cannot be excluded.
- (3) Contractor will assume all liability for independent subcontractors.
- (4) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTES:

- 1) Coverage must include all owned, hired and non-owned autos.
- 2) Coverage must include City of Clarendon as an additional insured.

OWNER-CONTRACTOR PROTECTIVE POLICY FOR WATER, SEWER, STORMSEWER OR PROJECTS WITH OVERHEAD CONSTRUCTION Each Occurrence \$500,000

In the event of any material change, non-renewal or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the contracting department of the City of Clarendon for such changes or cancellation.

ATT. D: RESPONDENT'S INFORMATION AND SIGNATURE

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

Date: _____

Company Name:

Printed Name:

Title: _____

Phone number: _____

Fax number:

Email

Mailing Address:

PO Box or Street, City, State and Zip

Remit Address (if different than above) _____

PO Box or Street, City, State and Zip

Federal Tax ID No.:

Signed By:

ATT. E: REQUIRED VERIFICATION OF VENDOR'S

ANTI-ISRAEL BOYCOTT AND ANTI-TERRORISM COMPLIANCE STATUS

Effective September 1, 2017 State Legislature amended the Texas Government Code, Chapters 2270 and 2252, relating to certain governmental contracts. These statutes prohibit a state agency or political subdivision (such as a municipality) from entering into a contract for goods, services, or general construction, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel;
- (2) will not boycott Israel during the term of the contract; and
- (3) does not do business with persons or companies which are known to have contracts with or provide supplies or services to Iran, Sudan, or entities listed as a foreign terrorist organization on a list maintained by the Texas State Comptroller (unless such person or company is excluded from federal sanctions relating to Iran, Sudan, or any other foreign terrorist organization).

In order to be a responsive bidder for the City of Clarendon a representative of your organization that is legally able to bind your company must sign, date, and return to the City of Clarendon, to verify that your company is in compliance with the two statutes described above.

Signature:

Title:

Company:

Date:

ATT. F: MAP OF AREA

