



## **City of Waco, Texas**

# **Request for Qualifications for RFQ No. 2023-025 For Lead Assessment & Lead Clearance Reports**

**Issue Date: May 15, 2023**

**Closing Date & Time: June 8, 2023, at 2:00 PM**

**Opening Date & Time: June 8, 2023, at 2:01 PM**

RFQ Opening Location: Purchasing Services Office, 1415 N. 4<sup>th</sup> Street, Waco, Texas

For Information Contact: Christopher Hanchard, Purchasing Services, 254-750-6640

Purchasing Services  
Post Office Box 2570  
Waco, Texas 76702-2570  
Telephone 254 / 750-8060  
Fax 254 / 750-8063  
[www.waco-texas.com](http://www.waco-texas.com)

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# City of Waco, Texas

## **RFQ No. 2023-025 For Lead Assessment & Lead Clearance Reports**

### **REGISTER INTEREST**

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: [christopherh@wacotx.gov](mailto:christopherh@wacotx.gov).

Company/Firm: \_\_\_\_\_

Name of Contact Person(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco.

Notices and addenda are posted on the City's website and can be accessed at: <http://www.waco-texas.com/purchasing-rules.asp>.

City of Waco Purchasing Services  
Post Office Box 2570  
Waco, Texas 76702-2570  
Telephone 254 / 750-6616  
Fax 254 / 750-8063  
[www.waco-texas.com](http://www.waco-texas.com)

## I. Schedule for Solicitation

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFQ	May 15, 2023
Deadline for questions in 5:00 p.m.	May 26, 2023
Bids Due by 2:00 PM	June 8, 2023
Establish final ranking of submitters	June 12, 2023 thru June 16, 2023
<i>Attempt to Negotiation contract</i>	

Tentatively, the final selection decision will be made and a contract will be awarded by June 28, 2023. This schedule is subject to change by the City.

## II. Contact with City of Waco

The contact person for this solicitation process is: Christopher Hanchard, Purchasing Agent who can be reached at:

Email: christopherh@wacotx.gov Telephone: (254) 750-6640 Fax: (254) 750-8063

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

<b>Via U.S. Mail:</b> City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent P.O. Box 2570 Waco, Texas 76702-2570	<b>Via Delivery Services/Personal Delivery :</b> City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent 1415 North 4 <sup>th</sup> Street Waco, Texas 76707  <b>NOTE: US Mail does NOT deliver to street address</b>
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**Contact with someone other than the Purchasing Agent listed above, or his/her designated representative, at the City of Waco concerning this solicitation may be grounds for removal from consideration.**

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <http://www.waco-texas.com/purchasing-rules.asp>. Interested professional service providers are encouraged to return the Register Interest form on the previous page.

### **III. Definitions**

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- A. “City” means and refers to the City of Waco, Texas.
- B. “Company” or “Firm” means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- C. “Contract documents” includes the RFQ and all of the Appendices attached to the RFQ.
- D. “Day” means a calendar day unless otherwise specifically defined.
- E. “Project” means subject matter for which the professional services are sought.
- F. “Project Review Committee” means a committee established by the City to review the qualifications. The Committee may be composed of City of Waco staff, City Councilmembers, or their designees, or other individuals selected to serve on the committee by the City.
- G. “RFQ” means and refers to this Request For Qualifications.
- H. “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the professional services requested in this solicitation.
- I. “Selected submittal” means and refers to the Statement of Qualifications submitted by the Selected Firm.
- J. “Solicitation” means an RFQ issued by the City Waco seeking services described in the document.
- K. “SOQ” means Statement of Qualifications.
- L. “Submission” or “Submittal” refers to a response to the RFQ which is a Statement of Qualifications of the submitter..
- M. “Submitter” means a firm that submits a Statement of Qualifications in response to this RFQ.

#### **IV. REQUESTED SERVICES**

**A. Professional Services Requested.**

The City of Waco, Housing and Economic Development Department (here after referred to as City) is seeking for an experienced and qualified individual to perform Lead Risk Assessment, in conformance with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint and provide a report that meets state requirements under the Texas Environmental Lead Reduction Rule (TELRR) 25 TAC 295.212(c) for each site evaluated.

**B. Terms, Conditions, and Requirements**

In addition to the description of the services, the attached Appendices include the City's Contract Requirements.

**C. Reservations by City:** The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse submitters for any costs incurred during the preparation or submittal of qualifications to this solicitation.

(1) Furthermore, the City expressly reserves the right to:

- (a) Waive any defect, irregularity, or informality in any submittal or procedure;
- (b) Extend the solicitation closing time and date;
- (c) Reissue this solicitation in a different form or context;
- (d) Procure any item by other allowable means;
- (e) Waive minor deviations from conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
- (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.

#### **V. STATEMENT OF QUALIFICATIONS [SOQ]**

**A. Submission of Information.** Submitters are cautioned that it is each submitter's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the SOQ. Failure of a submitter to submit such information may cause an adverse impact on the evaluation of the specific SOQ.

**B. Submitter Review of RFQ.** Submitters are responsible for examining and being familiar with all terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the submitter's risk and will not be a determinative factor when awarding the contract for services. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ.

- C. **Encouraging Competition.** The conditions, terms, provisions, and information of this RFQ are written to encourage maximum response to the RFQ. There is no intent to discriminate against any submitter but rather, to set a definite standard of professional quality and experience desired for this project.
- D. **Submission Contents:** The following material must be received by the date set out above in the Schedule of Solicitation for a submitting firm to be considered.
- (1) **Title Page:** Title page showing the RFQ subject, the RFQ number, the firm's name; the name, address and telephone number of the contact person, and the date of the SOQ.
  - (2) **Table of Contents**
  - (3) **Transmittal Letter:** A signed letter of transmittal briefly stating the submitter's understanding of the work to be done, the commitment to perform the work within the time period, a statement as to why the firm believes it to be the best qualified to perform the engagement.
  - (4) **Detailed SOQ:** The detailed SOQ should follow the order set out as follows:
    - a) **General Requirements:** The purpose of the SOQ is to demonstrate the qualifications, competence and capacity of the provider to undertake this project. It must also specify a project approach that will meet the requirements in the RFQ.
    - b) **License to Practice in the State of Texas:** An affirmative statement should be included that the provider and all assigned professional staff are properly licensed or registered to practice in the state of Texas.
    - c) **Firm Qualifications and Experience:** The submitter should state the size of the provider, the location of the office from which the work on this project is to be performed, the number and nature of the professional staff to be employed in this project on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.
    - d) **Joint venture or consortium:** If the submitter is a joint venture or consortium, the qualifications of each provider comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.
    - e) **Partner, Supervisory and Staff Qualifications and Experience:** Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to the project. If required, indicate whether each such person is registered or licensed to practice in Texas. Provide information on the experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this project.
    - f) **Consultants and Firm Specialists:** Consultants and provider specialists mentioned in response to this request for qualifications can only be changed with the express prior written permission of the City of Waco, which retains

the right to approve or reject replacements. Partners, managers, other supervisory staff and specialists may be changed if those personnel leave the provider, are promoted or are assigned to another office. Other project personnel may be changed at the discretion of the submitter provided that replacements have substantially the same or better qualifications or experience.

- g) **Organizational Chart:** Attach a one page copy of your business organizational chart for the portion of your business that will be involved with this project, complete with names and titles. On the chart mark the persons who will be involved on this project.
- h) **Business Operation:** If the submitter has operated under any other names within the last ten (10) years, provide those names.
- i) **Ownership changes:** If submitter anticipates any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months, provide a description of what is anticipated and how that could impact work on this project if awarded the contract.

(5) **Additional background information on no more than 15 pages**

- a) **Similar Projects with Other Entities:** For the vendor's office that will be assigned responsibility for the project, list the most significant projects (maximum - 5) performed in the last five years that are similar to the project described in this request for qualifications. These projects should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, the original estimate and final cost, whether or not the work was completed within the time constraints, and the name and telephone number of the principal client contact.
- b) **Project Approach / Work Plan:** The SOQ should set forth a work plan, including an explanation of the project methodology to be followed, to perform the required services. The work plan should include at a minimum; itemized tasks, resource requirements, specialized skills needed, special considerations, and possible challenges in completing the project. You should also identify the extent to which City of Waco staff will be involved in the project.
- c) **Identification of Anticipated Potential Project Problems:** The proposal should identify and describe any anticipated potential project problems, the vendor's approach to resolving these problems and any special assistance that will be requested from the City of Waco.
- d) **Project Schedule:** A project schedule should be a part of the SOQ. This schedule should, at a minimum, indicate the amount of time in weeks that each phase and/or activity identified in Appendix A will take to complete. This information should be presented so the Review Committees can see how activities relate to each other as far as timing goes and also how long the project is expected to take from contract execution to completion.



- e) **References:** Each response should provide the City at least five (5) references for the vendor (and any consultants) that the City may contact to discuss performance on other similar work. At least one of these references must be someone that the firm worked with within the last 24 months. For each reference; project name and location; description of work; contract value of work performed by the firm or consultant and project value; name, address, and telephone number of project owner/representative who oversaw project performance; dates (month/year) contract was issued and actually completed; and contract completion terms.

**E. No Price Information.** The selection of the selected provider under this RFQ shall be in accordance with Chapter 2254 of the Texas Government Code. Do not include any price information within the SOQ. SOQs containing any price information will be automatically disqualified.

**F. Completeness of Submission**

- (1) Proposers are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The proposer must attach all required forms with each submission copy. Forms must be signed by a representative of the proposer authorized to bind the proposer contractually. The proposer must include a statement identifying any exceptions to this RFQ or declare that there are no exceptions taken to the RFQ.

**G. Response Date and Location**

**Responses to this solicitation must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on June 8, 2023.**

Interested parties may submit their proposals **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services  
Attn: Christopher Hanchard, Purchasing Agent  
1415 North 4<sup>th</sup> Street  
Waco, Texas 76707

Interested parties may also submit their submissions through **U.S. Mail** delivered to:

City of Waco Purchasing Services  
Attn: Christopher Hanchard, Purchasing Agent  
P.O. Box 2570  
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the proposal due date for U.S. Mail delivery. If the Purchasing Office has not received the proposal by the stated deadline, the proposal will be returned unopened.

All submissions shall be sent to the attention of the Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

**“RFQ 2023-025 For Lead Assessment \* Lead Clearance  
Reports”**

**Opening: 2:01 p.m. (Central Time) on June 8, 2023.**

**Submitters accept all risk of late delivery submissions regardless of instance or fault.** A submission received after the submission deadline will not be considered and will be returned unopened to the submitter.

The City will **NOT** accept a submission by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

**H. Modification to or Withdrawal of Submission**

Submissions cannot be modified after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the information being modified.
- (2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.
- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the proposer and submitted to a delivery company (UPS, FedEx, etc.) prior to the proposal closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the proposal, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the proposer who can provide proof of his authority to act for the proposer. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the proposer may submit a new sealed proposal provided the new proposal is received prior to the closing date and time deadline stated in the RFQ. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

**I. Authorized Signature:** A SOQ must be manually signed by a person having authority to contractually bind the submitter. Any erasures or other changes must be initialed by

the person authorized to sign the SOQ or others who are able to show evidence of authority to execute or sign on behalf of the submitter.

**J. SOQ is an Indication of Ability to Perform Requested Services:** The SOQ submitted by a provider is an indication of the ability of the firm to perform the requested services.

**K. Agreement; Exceptions.**

- (1) Submission of an SOQ indicates the submitter agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFQ.
- (2) Exceptions presented in an SOQ are not to be considered incorporated into the contract between the City and the selected submitter unless and until the City agrees to accept such exceptions.
- (3) The selected submitter must acknowledge and agree that the contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the City and the selected submitter.
- (4) No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting contract.

**L. Cost to Develop Submission**

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the proposer and shall not be reimbursed in any manner by the City.

## VI. EVALUATION OF SUBMITTALS & AWARD OF CONTRACT

### A. Evaluation Procedures

The submittals will be initially reviewed and evaluated by a Project Review Committee.. Each submittal should be as complete and accurate as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the submittal. The City also reserves the right to allow corrections of errors or omissions.

### B. Vendor Presentation *(if applicable)*

The evaluation by the Project Review Committee will be presented to the City Manager or Executive staff, who will determine whether vendors may be invited to make a formal presentation of their submittal and sit for a panel interview. There is no obligation for the City to host interviews in order to make the final selection.

### C. Evaluation Criteria

**The City will first select the most highly qualified provider of the services based on demonstrated competence and qualifications and then will attempt to negotiate a contract with that vendor. If the City is unable to reach an agreement, then the City will select the next highest qualified provider and attempt to negotiate a contract.**

The following criteria will be used to evaluate the submittals:

Criteria	Importance
<b>Experience of the Firm</b> Discuss the experience and qualifications of the firm in providing comparable services on programs of similar size, scope, budget, and complexity. For experience listed , please provide: <ul style="list-style-type: none"> <li>• Owner</li> <li>• Description of the program</li> <li>• Services provided</li> <li>• Contract dates</li> </ul> Reference information (two current client names with telephone numbers and emails per each experience)	25
<b>Project Understanding and Approach</b> <ul style="list-style-type: none"> <li>• Proposed approach must demonstrate the proper clear understanding of the requirements in performing the Lead Risk Assessment services.</li> </ul> Describe your approach and organization during this contract.	20
<b>Cost of Service and Timeliness (Including Response Times)</b>	25

<ul style="list-style-type: none"> <li>• Cost should include all equipment, materials, and overhead necessary to perform work under the term of condition of this solicitation</li> <li>• Timeliness in deliverable of service provided</li> <li>• Approximate time required to schedule on site assessment</li> <li>• Number of Days after Lead Risk Assessment until report delivery</li> <li>• Number of Days after clearance examination until report delivery</li> </ul>	
<b>Overall evaluation of the firm &amp; its ability to provide the service</b> To be determined by the project review committee	15
<b>Activity</b> <ul style="list-style-type: none"> <li>• LBP Inspection and Risk Assessment Report (Per Home)</li> <li>• Corrective Action Project Design Work-Plan For Found Lead Hazards Based Upon Above Risk Assessment Report (Per Home)</li> <li>• Clearance examination and preparations of clearance report</li> <li>• Subsequent Clearance Examination – If clearance not achieved (Per Home)</li> </ul>	15
<b>TOTAL AVAILABLE POINTS</b>	<b>100 points</b>

#### **D. Contact Award and Execution**

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

# APPENDIX A

## Scope of Services

### (1) Description of Services

#### SCOPE, MINIMUM REQUIREMENTS

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##### 1. Scope

Perform a Lead Risk Assessment for each specified location in conformance with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing and provide a report that meets state requirements under the Texas Environmental Lead Reduction Rule (TELRR) 25 TAC 295.212(c) for each site evaluated. The Risk Assessment will assess the presence of lead in the paint of intact and/or deteriorated surfaces as well as lead in exterior soil, lead in the dust, and other potential sources of lead exposure throughout the environment. A Risk Assessment will include a LBP Inspection and dust and soil sampling.

:

- **Lead-Based Paint Inspection:** Conduct a LBP Inspection for each specified location utilizing a NITON-XL, X-Ray Fluorescence (XRF) non-invasive, portable paint analyzer, conforming to the latest addition of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, HUD 24 CFR Part 35, EPA 40 CFR Part 745, OSHA 29 CFR 1926.62, and
- **Dust Wipe Sampling:** Conduct wipe sampling on horizontal hard surfaces where children six (6) year of age or under sleep or reside. Samples are required in each child's bedroom and in those common areas where children are to play (i.e. Kitchens, dens, etc.) as well as entrances. Sampling shall also be conducted on painted playground equipment.
- **Soil Sampling:** Conduct composite soil sampling from around the residence. These samples are taken in the drip line of the residence or other areas where children like to play.
- **Clearance Examination:** Conduct a visual assessment of the clearance within 24 hours of completion to determine if there is deteriorated paint, visible settled dust, paint chips, or paint related debris in the interior or around the exterior of the building(s). The visual assessment should be conducted in all the dwelling units and rooms in the clearance area, except that it may be conducted in a sample of dwelling units and related common areas in a multi-family property. After the clearance area has passed visual assessment, conduct clearance dust wipe sampling of floors, interior window sills, and window troughs. In areas where paint has been removed from the substrate, conduct limited XRF testing. A clearance report meeting requirements of HUD Lead Safe Housing Rule 24 CFR 35.1340(c)(2) will be delivered following each clearance examination.

## 2. Minimum Requirements

In order to be considered for award of this RFQ, a vendor must meet these minimum requirements:

- (1) Complete the RFQ and submit response, including forms, by deadline
- (2) Considerable knowledge of Federal and State laws, rules and regulations related to lead paint hazard control standards.
- (3) Experience with lead based paint regulations.
- (4) Certifications or ability to obtain certifications in lead based paint abatement supervisor and lead inspector risk assessor.
- (5) Knowledge in writing scopes of work and procurement for LBP and construction projects.
- (6) Knowledge of state requirements under the Texas Environmental lead Reduction Rule (TELRR) 25 TAC 295.212(c)
- (7) Communication skills to communicate clearly, both orally and in writing; ability to communicate and interpret Lead Paint Hazard Control Program standards; ability to deal amicably with homeowners, landlords and tenants in explaining and interpreting the City's Housing Code, ability to prepare clear and concise reports.
- (8) Ability to maintain effective working relationships constituents, Housing staff, the general public and representatives of public and private agencies.
- (9) If selected, individual shall agree to comply strictly with all ordinances of the City of Waco, Texas, and the laws of the State of Texas and of the United States while performing its obligations.
- (10) Individual agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

## **APPENDIX B**

### **Contract Requirements**

- (1) City of Waco General Terms and Conditions
- (2) Additional Terms for Services
- (3) Insurance & Indemnification Requirements
- (4) Sales Tax Information
- (5) HB89 Energy Form
- (6) HB89 Firearm Form
- (7) HB89 Israel Form
- (8) HB1295 Information Sheet
- (9) Protest Procedure



### General Waco Terms and Conditions

- (a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.
- (b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.
- (c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.
- (d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.
- (e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- (f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.
- (g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.
- (h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- (i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).
- (j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- (k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.
- (l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.
- (m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- (n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.
- (o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.
- (p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.
- (q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.
- (r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

- (s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- (t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.
- (u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- (v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:
  - 1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
  - 2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
- (w) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85<sup>th</sup> (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

## APPENDIX B.(2)

### Additional Terms for Services

- (a) **Permits and Fees:** All permitting fees from the City will be waived on construction projects. The contractor will still need to apply for all applicable permits. However, there will be no cost associated with issuance of City permits.
- (b) **Time of Completion and Liquidated Damages:** Completing this Project in a timely manner is very important to the City of Waco. Submitter must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the time stated in the contract documents. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Submitter to perform the service, should submitter fail to complete the project within the calendar days specified in the contract, Submitter agrees to pay to City, or have withheld from monies due it, the amount stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Submitter shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of a contract for this Project shall constitute agreement by the City and Submitter that said amount is the minimum value of the costs and actual damage caused by the failure of the Submitter to complete the Project within the allotted time. A sum due as liquidated damages may be deducted from payments due the Contractor if such delay occurs. Adjustments to the contract times can only be made as provided in the contract documents and any conditions or specifications referenced therein.
- (c) **Conditions of Work:** While the City is issuing a solicitation including specifications, each Submitter is still responsible for examining all of the issued documents, attending any pre-bid conference, making a site visit, and taking whatever steps are necessary to inform itself of the conditions relating to the project and the employment of labor thereon. Each Submitter must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Submitter awarded this contract of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Selected Firm, in carrying out the Project, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- (d) **Employment Conditions/Requirements:** Submitters shall pay particular attention to the required employment conditions that must be observed and the minimum wage rates to be paid. If federal or state funds are involved in paying for the work, there may be additional requirements that must be followed to comply with the terms of the federal or state funding.

- (e) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Selected Firm and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.
- (f) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- (g) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this solicitation, the Selected Firm shall present invoices to the City in the following form and content:
1. Each invoice must reference the City of Waco contract, agreement or Purchase Order number;
  2. Only one contract, agreement, or project shall be billed on a particular invoice;
  3. Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted; and
  4. Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project.

The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

- (h) **Termination of Contract:** Except as provided elsewhere in the contract documents:
1. The City may terminate the contract for cause for Selected Firm's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, the City may exclude the Selected Firm from the Project site and pursue any remedies available to the City.

2. Upon ten (10) days written notice, City may terminate the contract for convenience, for any reason. In such case, the Selected Firm shall be paid, without duplication, for completed and acceptable work and expenses, including reasonable overhead and profit, and for other reasonable expenses directly attributable to the termination. In no case shall the Selected Firm be paid for anticipated profits or other consequential damages. Upon receipt of written notice, the Selected Firm shall have a duty to mitigate its termination costs and shall not incur additional costs unrelated to the costs directly related to either securing completed work or winding down the Project.

## **City of Waco Insurance & Indemnification Requirements**

### **Insurance Requirements:**

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

<b>Type</b>	<b>Amount</b>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Independent Contractors</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> <li>• <u>Include Environmental Impairment Liability</u></li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	\$1,000,000

**Term of Policy:** With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

**Modification of Insurance Requirement:** The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

### **Proof of Insurance Required and When to Submit:**

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4<sup>th</sup> Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.



**INDEMNIFICATION.**

**A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.**

**Employee Litigation:** In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.

## TEXAS SALES TAX EXEMPTION INFORMATION

Under section 151.309 of the Texas Tax Code, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property are also exempt from sales tax. In other words, materials and supplies that are entirely consumed or used up on a construction job for the City of Waco can be purchased without paying state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor purchasing materials and supplies (as the buyer of the materials and supplies) will have to complete a Texas Sales and Use Tax Exemption Certification form to submit to the seller at the time of the purchase. The exemption form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>  
<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

(The City of Waco will provide an executed exemption certification to the contractor awarded a construction contract to assist in making claim for the sales tax exemption for materials to be used under that contract.)

In completing the exemption form, a contractor will:

- (1) list itself as the purchaser, not the City of Waco;
- (2) fill in the name and required information about the seller;
- (3) describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco;
- (4) state reason for claiming the exemption (suggested wording – “Taxable item purchased for use under contract to improve realty for exempt organization, namely the City of Waco, Texas, for Project or Job No. \_\_\_\_” or “Materials/supplies will be used entirely in an exempt contract for the City of Waco, Texas, for Project or Job No. \_\_\_\_”).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website:

<http://www.window.state.tx.us/taxinfo/sales/>

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.capitol.state.tx.us/statutes/docs/TX/content/htm/tx.002.00.000151.00.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)  
34 TAC Section 3.291 in Subchapter O deals specifically with Contractors.

**The above information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor’s attorney or accountant.**

**PLEASE SIGN AND RETURN WITH BID**

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

**State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and
2. Company will not boycott energy companies during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**ATTACHMENT A****VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

**State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

(1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;

(3) "Discriminate against a firearm entity or firearm trade association":

(A) means, with respect to the entity or association, to:

(i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

(iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive

by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

(5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

(6) "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code;

(7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

**ATTACHMENT A****VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002**

**State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.**

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise 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; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.



**ATTACHMENT A****VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002**

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

**PRINT COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_



## **INFORMATION ABOUT FORM 1295 DISCLOSURE**

Beginning January 1, 2016, a business entity entering into a contract which is approved by the Waco City Council for services, goods or other property to be used by the City of Waco was required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. A Form 1295 may also be required if a contract with the City is changed, amended, extended, or renewed.

House Bill 1295 found in Texas Government Code Chapter 2252 requires a “business entity” that:

- (1) enters into a contract which must be approved by the Waco City Council
- (2) for services, goods or other property
- (3) to be used by the City of Waco

to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. It includes for-profit and non-profit entities. A contract with an individual is not a contract with a business entity.** A Form 1295 is not required for contracts with a publicly traded business entity, including a wholly owned subsidiary of the business entity.

The Texas Ethics Commission has adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295 (approved in 2015).

**Form 1295 requires disclosure of interested parties** (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

### **Filing Process:**

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity entering into a contract for services, goods or other property with the City of Waco must use that website application to enter the required information on Form 1295 and then print or download a copy of the form. The printed Form 1295 will have unique certification number assigned by the Commission in the upper right part of the Form. An authorized agent of the business entity must sign a printed copy of the Form. The executed Form 1295 must be filed with the City of Waco. The form can be scanned and emailed to the City, faxed to the City, mailed to the City, or delivered to the City. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website.

## **PROCEDURE TO PROTEST AWARD RECOMMENDATION**

- A. If a firm or person believes it is injured as a result of an RFQ, a written protest may be filed.
- B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services c/o City of Waco  
Post Office Box 2570  
Waco, Texas 76702-2570**

- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.
- D. The written protest must include the following information before it may be considered:
  - 1. Name, mailing address, and business phone number of the protesting party;
  - 2. Identification of the RFQ being protested;
  - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
  - 4. Any documentation or other evidence supporting the protest.
- E. In conjunction with the department that requested the RFQ, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

## **APPENDIX C**

### **Forms to Complete and Return**

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Conflict of Interest Questionnaire (CIQ form)
- (4) Disclosure of Relationships with City Council/Officers (City Charter)
- (5) Litigation Disclosure
- (6) Minority/Women Owned Business
- (7) Certification Regarding Debarment
- (8) Non-collusion Affidavit
- (9) Texas Public Information Act
- (10) Drug-Free Work Place Certification

**SUBMISSION OF BID AND ACKNOWLEDGMENT OF ADDENDA RFQ No. 2023-025****ISSUED BY CITY OF WACO, TX**

The entity identified below hereby submits its response to the above identified RFQ. The entity affirms that it has examined and is familiar with all of the documents related to RFQ.

**DECLARATION OF INTENT**

As per the "SUBSTITUTIONS" section of the "STANDARD INSTRUCTIONS FOR ALL BIDS" contained within these bid documents, I attest that the bid submitted is: (check one box below)

- ☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- ☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
- or
- ☐ 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Addendum No \_\_\_\_ issued \_\_\_\_\_

Date: \_\_\_\_\_

Proposal of (entity name) \_\_\_\_\_

Signature of Person Authorized  
to Sign Submission: \_\_\_\_\_

Signor's Name and Title  
(print or type): \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH BID**

**BUSINES ENTITY IDENTIFICATION**

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: \_\_\_\_\_

Doing Business As (assumed name): \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Email Address: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

**Check the appropriate box to designate the type of business entity and complete the information below.**

Is entity: ☐ Sole Proprietorship ☐ Corporation ☐ Professional Corporation  
☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership  
☐ Limited Liability Company ☐ Professional Limited Liability Company  
☐ Other \_\_\_\_\_

Date Business Started: \_\_\_\_\_ State Where Started: \_\_\_\_\_

**If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See [http://www.sos.state.tx.us/corp/foreign\\_outofstate.shtml](http://www.sos.state.tx.us/corp/foreign_outofstate.shtml)**

Publicly traded company ☐ No ☐ Yes – Where Traded: \_\_\_\_\_

**Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below -**

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

1	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
2	Position or title with business entity	
3	Address ( <i>if different from above</i> )	
4	Who is authorized to execute contracts and other documents?	
5	What is the title or position of the person listed in #4?	
6	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

**In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**ESTABLISHING AUTHORITY TO EXECUTE CONTRACT**

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

**CERTIFICATION REGARDING ATTACHED DOCUMENT**

I, the undersigned person, as the *{title}* \_\_\_\_\_ of  
*{business entity}* \_\_\_\_\_, certify that the attached  
document authorizes *[name of person]* \_\_\_\_\_ to execute  
contracts and other documents on behalf of said business entity and said document has not been revoked,  
altered, or amended and is still in full force and effect.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

**Attach Document to this Form**

If a corporation does not have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

## RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of \_\_\_\_\_  
(Name of Corporation)

that \_\_\_\_\_ is hereby authorized to execute a contract with the  
(Name)

City of Waco to complete/construct \_\_\_\_\_  
(Name of Project, Project No.)

\_\_\_\_\_, Secretary is authorized to attest he signature binding the corporation.

(Corporate Seal)

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary of Corporation

## CERTIFICATION

I, \_\_\_\_\_, certify that the above resolution was  
(Secretary of Corporation)

adopted by the Board of Directors of \_\_\_\_\_  
(Corporation)

at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Secretary)

\_\_\_\_\_  
(Print Name of Secretary)

\_\_\_\_\_  
(Email Address)



If business entity has no document declaring who has authority to execute a contract on behalf of a business entity, this affidavit must be completed.

## AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY, CORPORATION OR PARTNERSHIP

Name of Business Entity: \_\_\_\_\_

Which is: ☐ Corporation ☐ Professional Corporation ☐ General Partnership  
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Limited Liability Company  
☐ Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I declare under penalty of perjury that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



## INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

### **Who must complete and filed CIQ form?**

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

### **Who is a vendor?**

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

### **What triggers the requirement to file the Form CIQ?**

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

### **When does a conflict requiring disclosure exist? What has to be revealed?**

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
  - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  - (3) has a family relationship with an officer of the City of Waco.

### **What family relationships create a conflict?**

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

**Who are officers of the City of Waco?**

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

**When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

**How do I go about filling out the Conflict of Interest Questionnaire form?**

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the “Yes” or “No” box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form. A copy of**

**Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

**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

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Waco

**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.**

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

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.

Complete A-B if a conflict exist

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.

Identify and describe the relationship, if applicable

**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 required -- so sign and date, even if no conflict

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.

**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



**DISCLOSURE OF RELATIONS WITH  
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY  
OF WACO**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

**1. Name of Entity/Business/Person doing business with City: \_\_\_\_\_**

Is the above entity: **(Check one)**

☐ A corporation

☐ A partnership

☐ A sole proprietorship or an individual

☐ Other (specify): \_\_\_\_\_

**Check all applicable boxes.**

**2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?**

☐ NO -- there is no such relationship between Entity/Business/Person and the City of Waco.

☐ YES, a person who is a/an ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

is: **(Check all applicable boxes below)**

☐ related to by blood or marriage\*

and/or ☐ a member of the same household as

and/or

☐ financially dependent upon\*\*

and/or ☐ financially supporting\*\*

to a City of Waco ☐ City Council member, ☐ officer or ☐ employee.

\* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

\*\* As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manager of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manager of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

**3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?**

☐ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).

☐ YES, a person is **(Check all applicable boxes)**

(a) a current City of Waco ☐ City Council member, ☐ officer or ☐ employee,

(b) and is ☐ an owner, ☐ a principal, or ☐ a manager of the entity/business/person listed in #1,

or ☐ an employee or ☐ an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

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

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



## LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

☐

Yes

☐

No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

☐

Yes

☐

No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

☐

Yes

☐

No

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.**





**CITY OF WACO  
PURCHASING  
MINORITY / WOMEN OWNED BUSINESS CERTIFICATION**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

**Definition:** A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

**Certification: Bidder declares a minority and/or women owned business status:**

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

**If yes, check one of the blocks (indicate male or female):**

**Black M/F\_\_\_\_\_;    Hispanic M/F\_\_\_\_\_;    Woman\_\_\_\_\_;    Asian M/F\_\_\_\_\_;**

**Native American M/F\_\_\_\_\_;    Service Disabled Veteran of 20% or more M/F\_\_\_\_\_.**

**HUB certified \_\_\_\_\_ YES                      \_\_\_\_\_ NO**

**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**INSTRUCTIONS FOR CERTIFICATION REGARDING**  
**Certification Regarding Debarment, Suspension, Ineligibility, and**  
**Voluntary Exclusion**

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Purchasing Department**

Post Office Box 2570  
Waco, Texas 76702-2570  
254 / 750-8060  
Fax: 254 / 750-8063  
[www.waco-texas.com](http://www.waco-texas.com)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION**

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

RFB/P/Q #: \_\_\_\_\_

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**NON-COLLUSION AFFIDAVIT**

**STATE OF TEXAS** §  
§  
**COUNTY OF** \_\_\_\_\_ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ (the person who signed above), known to me to be the persons whose names are  
subscribed to the foregoing instruments, and acknowledged to me that they executed same for the  
purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

(Seal) \_\_\_\_\_  
Notary Public Signature



## TEXAS PUBLIC INFORMATION ACT

### Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

**On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.**

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state:**

☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

**PLEASE SIGN AND RETURN WITH PROPOSAL/BID**

Revised 10/15/2012

**DRUG-FREE WORKPLACE ACT CERTIFICATION**

1. Contractor certifies that he/she will provide a drug-free workplace by:
  - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) Contractor's policy of maintaining a drug-free workplace;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
  - (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
  - (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
  - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.
2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

County: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_