



City of Waco, Texas

Request for Proposal

RFP No. 2023-010

Armored Car Services

Issue Date: Thursday, February 24, 2023

Closing Date & Time: Thursday, March 30, 2023 at 2:00 PM CST

Opening Date & Time: Thursday, March 30, 2023 at 2:01 PM CST

RFP Opening Location: Purchasing Services Office, 1415 N. 4th Street, Waco, Texas
(via Zoom Video Conferencing Only) See Page 2

For Information Contact: Mr. Kasey Gamblin, Purchasing Services, 254-750-8405

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254-750-8062
Fax 254-750-8063
www.waco-texas.com



ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

BID/ PROPOSAL OPENING	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

Table of Contents

Register Interest form

- I. Schedule for Solicitation
- II. Contact with City of Waco
- III. Definitions
- IV. Requested Services/Products
- V. Request For Bids – Submission and Award Procedures

Appendices

A. Services/Products Bid Forms

- (1) Services Sought
- (2) Scope of Work
- (3) Pricing Schedule

B. Contract Requirements

- (1) City of Waco Standard Terms and Conditions
- (2) Additional Terms for Services
- (3) Insurance and Indemnification Requirements
- (4) Worker's Compensation
- (5) House Bill 89 Energy Form
- (6) House Bill 89 Firearm Form
- (7) House Bill 89 Israel Form
- (8) HB 1295 Information Sheet
- (9) Protest Procedure

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) Minority/Women Owned Business
- (6) Litigation Disclosure
- (7) Certification Regarding Debarment
- (8) Non-collusion affidavit
- (9) Texas Public Information Act
- (10) Drug Free Workplace



City of Waco, Texas

RFP No. 2023-010

Armored Car Services

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: kaseyg@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 254-750-8060
Fax 254-750-8063
www.waco-texas.com

I. Preliminary 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 RFP	Thursday, February 24, 2023
Deadline for questions is 5:00 PM CST	Thursday, March 09, 2023
Proposals due by 2:00 PM CST	Thursday, March 30, 2023
Evaluation of the submission & establish ranking 2023	Thursday, March 30, 2023 to Friday, April 14, 2023

Tentatively, the final selection decision will be made and bidders will be notified of award by Friday, April 14, 2023. This schedule is subject to change by the City.

II. Contact with City of Waco

The contact person for this solicitation process is: Mr. Kasey Gamblin, Purchasing Manager who can be reached at:

Email: kaseyg@wacotx.gov Telephone: (254) 750-8405 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.

Via U.S. Mail: City of Waco Purchasing Services Attn: Mr. Kasey Gamblin, Purchasing Manager P.O. Box 2570 Waco, Texas 76702-2570	Via Delivery Services/Personal Delivery : City of Waco Purchasing Services Attn: Mr. Kasey Gamblin, Purchasing Manager 1415 North 4 th Street Waco, Texas 76707 NOTE: US Mail does NOT deliver to street address
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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/bids.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFP, including information for bidders, bid forms, contract forms, and all other contract documents related to this project, are available <http://www.waco-texas.com/bids.asp>.

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:

- (1) “City” means and refers to the City of Waco, Texas, and/or its City Council.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a corporation, company, sole proprietor, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Proposal” or “Submission” refers to a response submitted to an RFP.
- (4) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (5) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (6) “Solicitation” means an RFP issued by the City Waco seeking products or services described in the document.
- (7) “Submitter” or “Vendor” or “Bidder” or “Contractor” means a firm that submits a response to a solicitation.
- (8) “Contract documents” includes the RFP and all of the Appendices attached to the RFP.

IV. REQUESTED SERVICES/PRODUCTS

A. Scope of Services:

Armored Car Services for the City of Waco:

- (1) A digital version of this document can be obtained from the City of Waco website at <http://www.waco-texas.com/bids.asp>.

B. Terms, Conditions, and Requirements

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

C. Duration of Service:

The proposed contract will be for a term of 2 years with a City option to renew for three additional one-year periods. The city will not be liable or responsible for any payments or other obligations under any or all of the three additional one-year periods if its governing body does not approve funds for payments after the initial term has ended. If the city's governing body does not provide the necessary funds, the contract automatically terminates.

If the parties do not mutually agree in writing to exercise the renewal option(s) **or** all renewal options are exhausted, the contract will renew on a month-to-month basis **unless** either party notifies the other in writing of its desire to terminate the contract. Said notice must be delivered to the other party at least 30 days **prior to** the expiration of the original contract term or the expiration of the extended term following a renewal. **Before the City may enter a month-to-month term, this contract extension may require the City of Waco City Council's approval.**

D. 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 vendors for any costs incurred during the preparation or submittal of responses 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 specifications, 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.
 - (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

V. REQUEST FOR PROPOSALS – SUBMISSION AND AWARD PROCEDURES

A. Requirements:

Qualified proposers should submit one (1) original and four (4) copies of their qualifications, proposal and complete all of the required forms by the stated deadline. Proposals should be kept to the minimum necessary length to explain the proposer's attributes and pricing.

Typed responses are preferred in Times New Roman, Arial or Calibri font. Responses must be clear and may be subject to disqualification if illegible. Each copy of the proposal should be complete and include the following minimum requirements.

1. **Title Page.** Display the RFP Number and Title.
2. **Table of Contents.** Clearly identify in your proposal what RFP material (by RFP section and/or page number) the proposal is addressing.
3. **Executive Summary.** Include a brief summary of the key or most important points of your proposal. Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers. The summary should not exceed three (3) letter-sized pages.
4. **Company Background and Personnel.**
 - a. Describe the organization, date founded, ownership of your firm. If your company has experienced a significant change in organizational structure, ownership, or management during the past three years, please describe.
 - b. Describe any other business affiliations (e.g., subsidiaries, joint ventures, etc).
 - c. Describe any criminal prosecution filed against your company or its officers, owners, agents, or employees during the past ten (10) years, including the filing of misdemeanor or felony complaints and/or felony indictments and also including alleged improper, fraudulent or unfair activities related to the sale of securities. Provide the style of any and all criminal prosecutions, including names of defendants, the prosecuting state, cause number, court hearing the case, and the final outcome of each prosecution.
5. **Company Experience.**
 - a. Describe the organization, date founded, ownership of your firm. If your company has experienced a significant change in organizational structure, ownership, or management during the past three years, please describe.
 - b. Provide five client references (preferably public sector) for which your company has provided Armored Car services, including client name, address, phone number of the contact person, and length of time such entity or entities have been your client.
 - c. List your most comparable municipal clients and the length of time they have been clients.
6. **Financial References.**
 - a. Submit at least one (1) reference from a financial institution that may be contacted regarding your company's financial strength to perform under the proposed contract.
7. **Use of City Staff.**
 - a. Provide in detail the information and assistance you will require from City staff.

8. Completed and signed copies of Forms included in **Appendix C**.
9. Certificate showing current insurance coverage.
10. Pricing Forms and Submission
 - a. Proposal shall provide firm prices for two (2) years. Vendor will be required to document any increases in prices and submit these price changes in writing at least 90 days prior to the change for each of the three subsequent one-year renewals. The City of Waco reserves the right to accept or reject price adjustments. If the City rejects such price adjustments, either party may terminate the contract without consequence. Following the rejection of a price adjustment, if the parties wish to enter a month-to-month term prior to termination of the contract, the month-to-month price will be the most recent firm price.
 - b. Proposed pricing should be submitted in the table included in **Appendix A**.

B. 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 vendor authorized to bind the vendor contractually. The vendor must include a statement identifying any exceptions to this RFP or declare that there are no exceptions taken to the RFP.

C. Proposal Response Date and Location

Proposals must be received at the office of Purchasing Department by 2:00 PM (Central Standard Time) on Thursday, March 30, 2023.

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

City of Waco Purchasing Services
 Attn: Mr. Kasey Gamblin, Purchasing Manager
 1415 North 4th Street
 Waco, Texas 76707

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

City of Waco Purchasing Services
 Attn: Mr. Kasey Gamblin, Purchasing Manager
 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 bid due date for U.S. Mail delivery. If the Purchasing Office has not received the bids by the stated deadline, the bid will be returned unopened.

All submittals shall be sent to the attention of the Purchasing Agent in a sealed envelope that is

clearly marked on the outside as follows:

“RFP 2023-010, Armored Car Services”

Proposal Opening: 2:01 p.m. (Central Time) on Thursday, March 30, 2023.

Vendors accept all risk of late delivery bids regardless of instance or fault. A bid received after the submission deadline will not be considered and will be returned unopened to the submitter. Vendors accept all risks of delivery.

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

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

D. Modification to or Withdrawal of Submission

Submissions cannot be altered or amended 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 bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email to Purchasing Agent identified on page 3) or personal delivery. 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 bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid 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 two (2) days after the closing time of the bid, 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 vendor who can provide proof of his authority to act for the vendor. 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 vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on page 1. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

E. Submission Validity Period

A submission responding to this RFP signifies the vendor's agreement that the submission, and the content thereof, are **valid for ninety (90)** days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful vendor.

F. Vendor's Cost to Develop Submission

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

G. References

The submission shall include a lists of five client references (preferably public sector) for which your company has provided Armored Car services in the last 24 months, including client name, address, phone number of the contact person and length of time such entity or entities have been your client.

H. Evaluation of Proposals

Evaluation Standard; Evaluation Committee. Only proposals meeting minimum qualifications will be evaluated. A committee will evaluate the proposals submitted in response to this RFP. The evaluation committee recommendations are subject to approval by the Waco City Council. The City will initially evaluate the qualifications of firms submitting proposals based on but not limited to the following criteria:

Relevant experience in providing armored car services	25%
Qualifications of the company and staff	25%
Proposed fees (Quotations solicited / relative importance of price)	<u>50%</u>
Total 100%	

Technical Question and Answer Conference. After an initial review and compilation process, a technical question and answer conference or interview may be conducted, if deemed necessary by the City, to clarify or verify the selected proposal and to develop a comprehensive assessment of the proposal.

Other Considerations. The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any. The City will also consider the impact on the ability of the City to comply with rules, policies, and practices relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities. The City further reserves the right to consider a proposer's background, personnel, experience, financial and other references, investment management practices, fees proposed, exceptions to this RFP or subsequent contract, and any working relationships, past or present, a proposer may have with its other clients.

I. Contract 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 / Pricing Forms

- (1) Armored Car Service Response Requirements
- (2) Scope of Work
- (3) Pricing Schedule

Appendix A

1. ARMORED CAR SERVICE RESPONSE REQUIREMENTS

1.1 Experience in providing armored car services.

1.1.1 Please provide a description of your firm's experience in providing armored car services and a list of references.

1.2 Qualifications of the company and staff.

1.2.1 Please provide details of transport procedures to include guards present in the armored vehicle and amount of currency normally loaded on vehicle. Please include limits, if any, on amount of currency loaded.

1.2.2 Please include a copy of your hiring procedures, security clearance procedures, staff qualifications, handgun licensing, and training plans. The City requires that all armored car personnel be armed and in uniform.

1.2.3 Describe the internal security procedures including audits on company funds as well as client funds.

1.2.4 Describe the security service available for retention of deposits overnight including camera and alarm systems.

1.2.5 Describe the number and type of vehicles that comprise your fleet including any modifications that have been made to armored vehicles. Provide information on reserved vehicles in case of mechanical failure or to accommodate increased business. Vehicle maintenance and inspection procedures should also be provided. The City requires services be provided utilizing marked, armored vehicles.

1.2.6 The City reserves the right to inspect and evaluate all bidders' facilities and equipment prior to award of bid.

1.3 Proposed fees.

1.3.1 Please detail your fees per pick-up location for providing the armored car services on the attached Pricing Schedule. (The City reserves the right to add additional pick-up locations as the need arises.) Services for additional pickup locations shall be performed at the same rate set forth in the schedule of fees included with this proposal. Any variance from stated fees should also be included.

1.4 The City reserves the right to require financial statements from finalist in the evaluation of proposals.

1.5 Additional specifications including required insurance coverage and required forms are attached.

2. SCOPE OF WORK

Specific responsibilities of the selected proposer will include, but will not be limited to, the following:

FACILITY COLLECTIONS. **Armored Car** pickups by will be made daily at various City facilities at a time agreed upon by the City and Contractor and delivered to the depository bank designated by the City to provide for same day processing. Currently, the City's depository bank is Wells Fargo Bank located at 300 Franklin Avenue, Waco, Texas. Current Bank cut-off time for delivery for the same day processing is 12:00 P.M., CST. Current City facility locations are listed below, however the City reserves the right to add additional locations as the need arises at a set quoted price as per this contract.

Contractor shall be responsible for **Armored Car** collection of cash and check receipts from the following City facilities by with frequency of service Monday thru Friday including bank holidays not observed by the City. The following data is for October 2022, and is to be used as a sample only of the activity per month for each collection site; seasonal fluctuations are to be expected:

LOCATION	MONTHLY TOTAL # OF BIG BAGS (OCTOBER 2022)	MONTHLY TOTAL # OF SMALLER BAGS (OCTOBER 2022)	MONTHLY \$ TOTAL (OCTOBER 2022)	LARGEST DAILY \$ TOTAL (OCTOBER 2022)	EARLIEST PICK-UP TIME
FINANCE DEPARTMENT CITY HALL 3rd AND AUSTIN	21	172	\$ 1,298,309.73	\$ 668,817.40	10:30 AM
WATER OFFICE 425 FRANKLIN	31	203	\$ 6,726,632.23	\$ 887,669.89	11:00AM
MUNICIPAL COURT 201 W WACO DR	21	79	\$ 68,902.00	\$ 5,567.80	8:30 AM
HEALTH DEPARTMENT 225 W WACO DR	0	38	\$ 34,282.22	\$ 12,990.52	11:00M

ENVIRONMENTAL HEALTH 201 W WACO DR	0	33	\$ 27,522.00	\$ 4,529.00	11:00M
WACO TRANSIT 310 S 8th ST, SUITE 100	0	48	\$ 129,512.65	\$ 22,328.50	10:30AM
CAMERON PARK ZOO 1701 N 4th	15	154	\$ 87,024.32	\$ 16,153.47	9:30AM
COTTONWOOD CREEK GOLF COURSE 5201 BAGBY	12	140	\$ 85,957.67	\$ 15,546.36	7:30AM
TEXAS RANGER MUSEUM 100 TEXAS RANGER TRAIL	31	91	\$ 27,762.42	\$ 2,837.04	9:30AM
CITY OF WACO LANDFILL 11400 OLD MCGREGOR RD	21	58	\$ 69,802.45	\$ 3,496.10	8:00AM
PARKS & REC 201 W WACO DR	0	80	\$ 8,848.72	\$ 1,500.00	10:00AM
POLICE DEPARTMENT 3115 PINE	20	7	\$ 40,739.30	\$ 14,415.00	7:00AM
MAMMOTH SITE 6220 STEINBECK BEND	0	66	\$ 24,837.08	\$ 5,859.50	9:00AM

* Several locations currently utilize a larger sealed bag (dimensions 18" X 12" or larger) that holds multiple individual sealed deposit bags (dimensions 17 1/4" X 10"). These larger bags are supplied by our current service provider at no additional charge.

Collections are prepared in locked bank deposit bags or sealed, pre-numbered, tamper-resistant plastic bags or sealed, tamper resistant, pre-numbered tagged bags. Receipts are to be delivered by Armored Car to the City's depository bank to provide for timely same day processing.

Also change order requests for currency and coin made to the depository bank by the City are to be delivered by Armored Car in conjunction with deposit pickup services as needed at specified locations. The following are the locations that currently require Armored Car change order deliveries:

LOCATION	CHANGE ORDERS PER WEEK
FINANCE DEPARTMENT CITY HALL 3 RD AND AUSTIN	2
PARKS AND RECREATION 201 W WACO DR.	1
CAMERON PARK ZOO 1701 N 4 TH STREET	1
MAMMOTH SITE 6220 STEINBECK BEND	1
WATER OFFICE 425 FRANKLIN	1
COTTONWOOD CREEK GOLF COURSE 5201 BAGBY	2

HOLIDAYS. City holidays will be excluded from the schedule for the following locations unless the contractor is notified twenty-four hours in advance: Finance Department, Water Office, Municipal Court, Health Department, Environmental Health, City of Waco Landfill, and Parks & Rec. The City of Waco currently recognizes the following holidays: New Year's Day, Martin Luther King Day, Spring Holiday (observed on Good Friday), Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Thursday and Friday, Christmas Eve and Christmas Day. City holidays which occur on a Saturday will be observed on the preceding Friday, and holidays which occur on a Sunday are observed on the following Monday. Pickups are necessary on bank holidays that are not recognized by the City.

ADDITIONAL PICK UP. There may be a need for an occasional additional Armored Car pickup at the facility location or at other city locations to be scheduled at a later date. The Director of Finance or their designee will make the request for additional Armored Car pickups. Additional Armored Car pickups at current City locations shall be made within twenty-four hours of such request.

3. Pricing Schedule

LOCATION (AUGUST - JULY)	UNIT (TIME PERIOD)	UNIT PRICE (PER MONTH)	TOTAL CONTRACT PRICE (12 X UNIT PRICE)
FINANCE DEPARTMENT CITY HALL 3rd AND AUSTIN	Month	\$	\$
WATER OFFICE 425 FRANKLIN	Month	\$	\$
MUNICIPAL COURT 201 W WACO DR	Month	\$	\$
HEALTH DEPARTMENT 225 W WACO DR	Month	\$	\$
ENVIRONMENTAL HEALTH 201 W WACO DR	Month	\$	\$
WACO TRANSIT 310 S 8th ST, SUITE 100	Month	\$	\$
CAMERON PARK ZOO 1701 N 4th	Month	\$	\$
COTTONWOOD CREEK GOLF COURSE 5201 BAGBY	Month	\$	\$
TEXAS RANGER MUSEUM 100 TEXAS RANGER TRAIL	Month	\$	\$
CITY OF WACO LANDFILL 11400 OLD MCGREGOR RD	Month	\$	\$
PARKS & REC 201 W WACO DR	Month	\$	\$
POLICE DEPARTMENT 3115 PINE	Month	\$	\$
MAMMOTH SITE 6220 STEINBECK BEND	Month	\$	\$
TOTAL BASE CONTRACT PRICE			\$

APPENDIX B

Contract Requirements

- (1) City of Waco Standard Terms and Conditions
- (2) Additional Terms for Service
- (3) Insurance and Indemnification Requirements
- (4) Worker's Compensation
- (5) House Bill 89 Energy Form
- (6) House Bill 89 Firearm Form
- (7) House Bill 89 Israel Form
- (8) House Bill 1295 Information Sheet
- (9) Protest Procedure

APPENDIX B.(1)**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 (85th (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 and Conditions for Commodities and Products

- (a) **Recycled Products:** Bidders are encouraged to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the specifications.
- (b) **Prices Quoted:** Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping locations in Waco, Texas, unless otherwise specified in the RFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned. Bids must be firm, unless a bidder believes it necessary to base its price on price adjustment, then such a bid may be considered but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB. Pricing must be entered on the bid sheet in ink or typewritten.
- (c) **Price Discrepancy.** In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension.
- (d) **Delivery Terms and Transportation Charges:** F.O.B. destination Waco, Texas, unless delivery terms, and costs, are specified in the Vendor's bid. City shall have the right to designate what method of transportation shall be used to ship the goods.
- (e) **Title & Risk of Loss; Delivery & Transportation Charges:** The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery. Delivery shall be **F.O.B. destination Waco, Texas**, unless delivery terms, and costs, are specified in Vendor's bid. City shall have the right to designate what method of transportation shall be used to ship the goods.
- (f) **Shipment Under Reservation Prohibited:** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- (g) **Vendor Responsible For Packaging Goods:** The vendor will package goods in accordance with good commercial practice. Vendor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Each shipping container shall be clearly and permanently marked as follows:
 1. Vendor's name and address;

2. The City of Waco, applicable department, address and purchase order or purchase release number and the supply agreement number (if applicable);
 3. Container number and total number of containers, e.g., box 1 of 4 boxes; and
 4. The number of the container bearing the packing slip.
- (h) **Right of Inspection:** City shall have the right to inspect the goods at delivery before accepting them.
- (i) **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Vendor will not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Vendor may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
- (j) **Special Tools & Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Vendor as such.
- (k) **Warranty-Price:** The price to be paid by the City shall be that contained in Vendor's bid which Vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others, or in the alternative, reduced to the Vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Vendor for breach or Vendor's actual expense.
- (l) **Warranty for Product:** The Vendor shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City.
- (m) **Safety Warranty:** Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Vendor's expense. In the event Vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at Vendor's expense.
- (n) **Invoicing & Payments:** Vendor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A

copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to Fiscal Services Department, P.O. Box 2570, Waco, TX. 76702-2570. Payment shall not be due until the above instruments are submitted after delivery.

- (o) **Force Majeure:** In the event performance by Vendor 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 Vendor 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.

Vendor 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 Vendor 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.

- (p) **Cancellation:** City shall have the right to cancel for default all or any part of the undelivered portion of the contract if Vendor breaches any of the terms hereof including warranties of Vendor. Such right of cancellation is in addition to and not in lieu of any other remedies that City may have in law or equity.
- (q) **Termination:** City may terminate the contract for convenience for any reason. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Vendor shall be paid for completed work/deliveries that satisfy all of the requirements of contract documents. Such right of termination is in addition to and not in lieu of the rights of City set forth elsewhere in the contract documents.
- (r) **Sustained Damages:** In the event the City terminates the awarded contract for breach or any other reason, the Vendor shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Vendor or otherwise, and the City may withhold any payments to the Vendor for the purpose of an offset until such time as the amount of damages due the City from the Vendor can be determined.

(s) **Modifications and/or Alternate Submission**

1. Definitions:

- i. **Modifications.** A Modification shall mean a limited change to the specifications or part(s) of the solicitation. Example: an item is specified in the color blue; however, blue is not available but gray or white can be supplied. The basic

function of the item is unchanged by accepting a different color and as such will be considered as a Modification.

- ii. Alternate Submission. An Alternate Submission shall mean a major or complete change to a Specification or provisions of the solicitation that substitute for the item or terms as specified. Example: A 3¼ ton 2 wheel drive vehicle is specified, but a submission is made suggesting that a one-ton 4x4 vehicle will be an equal. Such a large variance from the original specification will be considered an Alternate Submission.
2. The purpose of this solicitation is for the City of Waco to purchase equipment and/or services as specified and controlled by this solicitation. Any Modifications and/or Alternate submissions to the specifications stated in this solicitation must be in writing, attached to, and submitted with the submission documents. Absence of noted Modifications and/or Alternate submission will be interpreted to mean that the item/service quoted is in exact accordance with all of the solicitation provisions.
3. If a Modification to a specification or term is submitted, the submitter should clearly state that and identify the specification or term that the submitter seeks to modify. Failure to clearly state the Modification shall be interpreted to mean the item/service quoted is in exact accordance with all solicitation provisions.
4. If a submitter makes an Alternate submission to the solicitation, the submitter should be very clear in stating whether the intent is to comply with the City's specification if the Alternate submission is not accepted. In the Alternate submission, the submitter shall clearly state the difference between the Alternate submission and the City's specification or terms. Failure to clearly state the difference in the Alternate submission shall be interpreted to mean the item/service quoted is in exact accordance with all solicitation provisions.
5. A submitter which is NOT making a submission based on the exact specified equipment, or services, is required to furnish with the submission a complete detailed description and specifications of each item upon which being submitted, supported by the manufacturer's catalog, photographs, guarantee, complete name, and/or any other pertinent information.
6. An Alternate submission item must reflect the general appearance, design, dimensions, or color of the item specified, and must be of equivalent materials, function, quality, construction, performance and suitability of the item(s) specified within the solicitation documents.
7. Approval of an Alternate submission item and/or service remains with the City and the City's decision in all cases is final.
8. A submission that has been opened may not be changed for the purpose of correcting an error in the price nor to submit Modifications and/or Alternate submission.
9. Samples of specified items or Alternate submission items, if required, shall be furnished free of expense to the City, and if not used or destroyed in examination and testing, will be returned to the submitter, if requested, at the submitter's expense. High value or high cost items will not be required for submittal and/or testing. However, information will be required that will allow the City to perform an adequate evaluation of a proposed product. This may include supplying references (names, phone numbers, etc.) of current owners of

the Alternate submission items. Each sample submitted must be marked with submitter's name and address and solicitation reference number.

City of Waco Insurance & Indemnification Requirements
Professional Services – Not Engineer or Architect (03/22/2019)

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:

Type	Amount
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"> • Premises/Operations • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability 	\$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"> a. Owned/leased vehicles (if any) b. Non-owned vehicles c. Hired vehicles 	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	\$500,000

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 three (3) 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 4th 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.



City of Waco Workers' Compensation Coverage Verification Form

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically, **Texas Labor Code – Section 406.096** directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) they provide workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) they receive a certificate from each subcontractor showing that every employee of the subcontractor is covered by workers' compensation insurance.

For your convenience, Texas Labor Code – Section 406.096 is attached.

Please review Section 406.096 prior to completing the City of Waco Workers' Compensation Coverage Verification Form.

If you have questions concerning this form, contact City of Waco Risk Management office at (254) 750-5730.

LABOR CODE

TITLE 5. WORKERS' COMPENSATION

SUBTITLE A. TEXAS WORKERS' COMPENSATION ACT

CHAPTER 406. WORKERS' COMPENSATION INSURANCE COVERAGE

EXTRACT:

Sec. 406.096. REQUIRED COVERAGE FOR CERTAIN BUILDING OR CONSTRUCTION CONTRACTORS. (a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

(c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(1) "Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.

**Office Use Only**

Date Received:

City of Waco Workers' Compensation Coverage Verification Form. For Building or Construction Contractors

This form is being filed in accordance with Texas Labor Code – Section 406.96. Required Coverage For Certain Building Or Construction Contractors.

1. Name of Company doing business with the City of Waco.

_____.

2. Company Primary Point of Contact for Insurance issues.

Name: _____ Phone: _____.

Address: _____.

Email: _____
(Optional)

3. Name of Insurance Company providing Workers' Compensation Coverage for Company Employees.

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Is this an update to previously provided information on workers' compensation insurance?

_____ YES _____ NO.

Note: Please inform the City of Waco of changes in Insurance Companies.

5. Has the Company hired one or more Subcontractors for this project?

_____ YES _____ NO

6. Has each Subcontractor provided the Company with a certificate showing workers' compensation insurance coverage for each of the Subcontractor's employees?

_____ YES _____ NO

7. Name of each Subcontractor and Name of its Insurance Carrier providing Workers' Compensation Coverage for Subcontractor's Employees:

Subcontractor

Insurance Carrier

Please provide a copy of each Subcontractor's proof of Workers' Compensation Coverage.

8. **Printed Name and Title of person completing this form, and have Witness sign.**

Print Name: _____ Title: _____

Signature: _____ Date Signed: _____

WITNESS:

Signature: _____ Date Signed: _____

Print Name: _____

Print Title: _____

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

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 RFB, 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 RFB 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 RFB, 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 Acknowledgement of Addenda
- (2) Business Identification Form
- (3) Conflict of Interest Questionnaire (CIQ)
- (4) Disclosure of Relationships with City Council/Officers (City Charter)
- (5) Minority/Women Owned Business
- (6) Litigation Disclosure
- (7) Certification Regarding Debarment
- (8) Non-Collusion Affidavit
- (9) Texas Public Information Act
- (10) Drug Free Workplace



SUBMISSION OF BID AND ACKNOWLEDGMENT OF ADDENDA RFP No. 2023-010

ISSUED BY CITY OF WACO, TX

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

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

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

For vendor doing business with local governmental entity

FORM CIQ

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

For vendor doing business with local governmental entity

FORM CIQ

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 manger 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 manger 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: _____



**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: _____



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.



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

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

Project Name: _____

Location: _____

RFB/RFP #: _____

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

STATE OF TEXAS §
COUNTY OF §

Signature:

Date:

COUNTY OF _____

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

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: _____