



## **City of Waco, Texas**

### **Request for Qualifications City Facilities Generator Infrastructure Projects partly funded by Coronavirus State and Local Fiscal Recovery Funds (SLFRF) of the American Rescue Plan Act (ARPA) of 2021 Engineering Services**

## **RFQ No. 2023-006**

**Issue Date: January 26 2023**

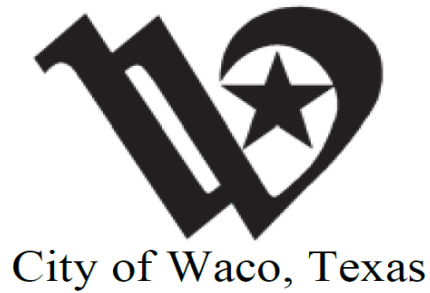
**Closing Date & Time: March 8, 2023 2:00**

**Opening Date & Time: March 8, 2023 2:01**

RFQ Opening Location: Purchasing Services Office, 1415 N. 4<sup>th</sup> Street, Waco, TX  
(via Zoom Video Conferencing) See Page 2

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

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



### ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

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

<b>BID/ PROPOSAL OPENING</b>	
<b>BID NUMBER:</b>	
<b>DATE:</b>	
<b>TIME: CENTRAL</b>	
<b>QUICK LINK:</b>	
<b>MEETING ID:</b>	
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<b>ADDITONAL INFORMATION:</b>	

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## **City of Waco, Texas**

**RFQ No. 2023-006**

**Request for Qualifications for City Facilities  
Generator Infrastructure Projects partly funded by  
Coronavirus State and Local Fiscal Recovery Funds  
(SLFRF) of the American Rescue Plan Act (ARPA)  
of 2021 Engineering 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](mailto: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](http://www.waco-texas.com)

## I. Schedule for Solicitation

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

Issuance of the RFQ	January 26, 2023
Deadline for questions, 5:00 p.m.	February 24, 2023
Receipt of the Statement of Qualifications (SOQs).	March 8, 2023
Evaluation of the SOQs/Interviews	March/April 2023
Establish final ranking of submitters	March/April 2023
Notify submitters of award recommendation	March/April 2023

Tentatively, the final selection decision will be made and submitters will be notified of an award recommendation during the month of April 2023. This schedule is subject to change by the City.

## II. Contact with City of Waco

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

Email: [kaseyg@wacotx.gov](mailto: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.

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

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

### III. Definitions

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

- (1) **“Air-Cooled System”** means a mechanical system to cool generators. Generators while operating produce a lot of heat, requiring the interior of the generator to be cooled constantly to protect it from damage. Air circulation is used to bring the interior temperature down. Cool air is taken from the atmosphere and blown into the genset.
- (2) **“Alternating Current (AC)”** is an electric current that occurs when the electric charge reverses direction of movement.
- (3) **“Alternator”** is also known as a gen end or generator end. It is the component that converts mechanical energy into electrical power using electromagnetic induction. It can be a stand-alone unit, or it can be part of a genset.
- (4) **“Backup Generators”** means a generator that is a standby source of energy usually maintained by a diesel engine. They are used in times of emergencies when there is a shortage or sudden loss of power. They can come on automatically and restore power quickly with a power transfer time between 10 and 30 seconds.
- (5) **“Battery Charge Rectifier”** is an electrical device used to charge a battery by converting a battery charge winding from AC voltage to DC voltage.
- (6) **“Bearings”** is a machine component resembling a wheel that allows the machine to function smoothly. Bearings help limit motion to the desired motion rate and reduce friction between the moving parts.
- (7) **“Brushes”** are conducting elements controlling sliding electric contact between static and moving elements. They are made of graphite and/or copper and are used only on very small or very large generators.
- (8) **“City”** means and refers to the City of Waco, Texas, and/or its City Council.
- (9) **“Company”** or **“Firm”** means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (10) **“Contract”** means and refers to collectively a consultant’s response (i.e., “proposal”) submitted to and accepted by the City, including acceptance of and agreement with the terms, conditions, and provisions of this RFQ (unless otherwise excepted, with such exception being accepted by the City) and any other documents to which the parties mutually agree.
- (11) **“Consultant”** is the same as “Company” or “Firm”.

- (12) **“Continuous Power Rating”** is used when power load is constant (at 100%) for an unlimited period of time each year. The non-varying load factor is 70%-100% of the published continuous power rating.
- (13) **“Core”** is the laminations or bundle of wires in the central portion of the generator.
- (14) **“Day”** means a calendar day unless otherwise specifically defined.
- (15) **“Design-Bid”** process means a construction method that involves the completion of distinct phases in a sequence from draft design, preparation of construction documents, assistance in bidding and oversight of construction. Construction does not begin until the design process is complete (and a bid accepted), so there is no overlap between design and construction.
- (16) **“Diesel generator”** means a diesel fueled generator generates electrical power using a diesel engine and an alternator. Used most often as a backup generator, diesel generators are also used at locations with no access to a power grid. Diesel generators are quick and — if for backup purposes — start automatically during power outages.
- (17) **“Direct Current (DC)”** is an electric current that flows only in one direction and is the product of a chemical action or electromagnetic induction.
- (18) **“Dual Fuel System”** is sometimes referred to as a bi-fuel generator. It is a genset that can simultaneously operate on diesel and natural gas  
**“Generator”** means a device that converts mechanical energy — a type of fuel using, for example, diesel or natural gas — into electrical energy used to power other machines and places. The electrical current results in either direct current (DC) or alternating current (AC). There are different types of generators with the primary difference being the fuel it uses to power units.
- (19) **“Emergency Standby Power (ESP) Rating”** “to a standby generator with a typical usage of 50 hours per year and maximum usage of 200 hours per year with varying loads. Average variable load factor is 70% of the ESP rating. No overload capability.
- (20) **“Emissions Rating”** in the U.S., emissions ratings are used to confirm emission standards are met. There are certain legal requirements — most of which are regulated by the Environmental Protection Agency — that govern air pollutants (such as nitrogen oxides and carbon monoxide) released into the atmosphere via generators
- (21) **“Enclosure”** is a housing of a genset. It is an assembly used to protect the genset from damage caused by weather, animals, and other harmful elements. Most enclosures are NEMA 3R-rated and are equipped with locks that prevent unauthorized persons from tampering with the genset.

- (22) **“Flywheel”** a substitute for chemical batteries — is a heavy revolving wheel-like machine that stores rotational energy — the amount of energy stored is proportional to its speed.
- (23) **“Frequency”** is the number of electrical waves that pass by per second. Frequency is measured in cycles per second known as Hertz (Hz). The US standard is 60 Hz.
- (24) **“Generator End”** is also referred to as an alternator or gen end. It is the component in a generator that converts mechanical energy into electrical energy.
- (25) **“Generator RPM”** is the generator’s revolutions per minute (RPM) is the number of turns in one minute needed to reach the required frequency of 60 Hz. Most generator engines must operate at 1800 or 3600 RPM to produce 60 Hz. Generally speaking, 1800 RPM sets are common for prime generators while 3600 RPM sets are for stationary units.
- (26) **“Generator Set Ratings”** is a system of rating generators so that you can purchase or lease the generator that is best suited for your intended purpose. The ratings fit an application’s needs to optimum reliability, costs, and overall performance.
- (27) **“Generator Sizing”** a method a certified electrician employs to help a client determine the size of a generator needed to perform the specific intentions and functions of the client.
- (28) **“Genset”** means a term that is interchangeable with a generator (a less accurate term), generator set, or engine generator. A genset is an apparatus consisting of four main parts: (1) an engine, (2) alternator or generator end, (3) a control panel, and (4) and a concrete pad foundation.
- (29) **“kW Rating”** is based on the horsepower of an engine and refers to the power output a generator is capable of supplying. A kW rating is determined by the horsepower rating of the engine times.
- (30) **“Load Bank”** is a machine that mimics the real load of a generator to test, support, and determine the generator’s capability to handle its electrical load.
- (31) **“Liquid-Cooled System”** employs a radiator, water pump, and oil or a coolant to maintain the temperature of the generator’s interior. The pump distributes the cooling liquid to the generator’s engine. A liquid-cooled system is more durable but more expensive and is usually reserved for generators over 22 kilowatts.
- (32) **“Lubricator”** is a device that supplies lubricant (e.g., oil or other liquid) into a pneumatic system in controlled or metered amounts.
- (33) **“Magneto”** is a small generator using permanent magnets to generate current for some internal combustion engines.
- (34) **“Mission Critical Standby”** rating means a generator’s typical usage is 200 hours per year and maximum usage is 500 hours per year with varying loads.



Average variable load factor is 85% of the Standby rating. No overload capability. Typical applications are data centers and health care facilities.

- (35) **“Natural Gas Generator”** means a generator that converts natural gas into electrical power. These generators are used both as portable generators and as backup generators.
- (36) **“Off-peak”** is a specific time period when the demand for power/electricity is comparatively low. North American Electric Reliability Corporation (NERC) defines off-peak hours as those hours between 10:00 PM to 6:00 AM, Monday through Saturday, and all-day Sunday.
- (37) **“Peak”** is a measurement that defines the maximum load that can be consumed within a specified time period for each respective type of generator.
- (38) **“Prime Power Rating”** provides the indefinite running time or the limited running time of generators under the prime power category. Average variable load factor is 70% of the prime power rating. There is a 10% overload availability.
- (39) **“Proposal”** or **“Submission”** refers to a response submitted to an RFQ.
- (40) **“Project Review Committee”** means a committee established by the City to review and score the submitted Proposals. The Committee may be composed of City of Waco staff, City Councilmembers, or their designees, or other individuals selected to serve on the committee by the City.
- (41) **“Rated Voltage”** references the voltage measurement a genset can begin operating. The genset’s rated voltage is equivalent to the voltage at which the genset was meant to function according to its specifications.
- (42) **“Relay”** is an electrical device activated by a current in a circuit with the purpose of opening or closing another circuit. In other words, it is an electrically operated switch used in control circuits.
- (43) **“Rotor”** is the moving or rotating part of the generator
- (44) **“RFQ”** means and refers to this particular enumerated Request For Qualifications. A request for qualifications is a written request asking consultants to submit their experience that fit the City of Waco’s requirements.
- (45) **“Solicitation”** means an RFQ issued by the City Waco seeking products or services described in the document.
- (46) **“Selected submission”** means and refers to the submission sent to the City of Waco by the Selected Firm.
- (47) **“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.

- (48) **“Skid”** is a base used to mount the components of a genset.
- (49) **“Standby Power Rating”** generators are used during power outages to supply emergency power for a specific and limited period of time. Typical use is 200 hours per year and maximum use is 500 hours per year with varying loads. Average variable load factor is 70% of standby rating. There is no built-in overload capability.
- (50) **“Starter”** is a device used to start an engine; it can be manual or electric.
- (51) **“Stator”** is the unmovable or stationary part of the generator.
- (52) **“Submitter”** or **“Vendor”** or **“Consultant”** or **“Consultant”** or **“Bidder”** means a firm that submits a response to a solicitation.
- (53) **“Transfer Switch”** is a switch that either manually or automatically changes an electrical load from its regular and preferred source to an alternative and usually stationary or portable source. A transfer switch is most often used in emergency times when there has been a power outage.
- (54) **“Uninterruptible Power Supply (UPS)”** is also known as a battery backup, a UPS provides power during a power outage or reduction in voltage instantly and automatically. It is used together with a standby generator to ensure that there are no power disruptions. UPSs are often used by data centers, medical facilities, laboratories, process centers, and other professional establishments that would be negatively impacted by an electrical outage.
- (55) **“Water Jacket Heater”** is a setup where a water jacket — a water-filled casing around a device — is used to control the temperatures around a piece of machinery. The water jacket is designed with a metal sheath with intake and outlet vents through which water is pumped and circulated to maintain a precise temperature.
- (56) **“Windings”** are the coils of a generator. In other words, it is wire that has been turned one or more times to form a continuous coil to allow an electric current to pass through it. There are two main windings: stator and rotor.

## **IV. Requested Services**

### **A. Professional Services Requested:**

**The City of Waco is seeking responses to this RFQ in order to enter into an engineering/architectural service contract with a Texas registered generator design engineer. The following outlines this request for qualifications and includes engineering design, bid assistance and assistance in recommending companies that provide maintenance annually for the proposed generators. The intent is to procure a professional generator engineering company to manage a design-bid process. The following detailed scope describes the work envisioned that the successful proposer would engage as part of their engineering duties.**

(1.) A detailed scope or services are attached as Appendix A.

(2.) 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 description of the services, the attached Appendices include the City's Contract Requirements.

### **C. Reservations by City:**

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

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

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

## V. Statement of Qualifications [SOQ]

### A. Submission of Information:

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

### B. Submitter Review of RFQ:

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

### C. Encouraging Competition:

The conditions, terms, provisions, and information of this RFQ are written to encourage maximum response to the RFQ. There is no intent to discriminate against any submitter but rather, to set a definite standard of professional quality and experience desired for this project.

### D. Submission Contents:

Qualified firms should submit **one (1) original and six (6) copies of their statements of qualifications on 8 ½ x 11 paper, and (1) electronic copy (CD or Flash Drive).**

The following material must be received by the date set out above in the Schedule of Solicitation for a submitting firm to be considered:

- (1) **Title Page:** Title page showing the RFQ subject, the RFQ number, the firm's name; the name, address and telephone number of the contact person, and the date of the SOQ.
- (2) **Table of Contents**
- (3) **Transmittal Letter:** A signed letter of transmittal briefly stating the submitter's understanding of the work to be done and a statement as to why the firm believes it to be the best qualified to perform the engagement.
- (4) **Detailed SOQ:** The detailed SOQ should follow the order set out as follows:
  - a) **General Requirements:** The purpose of the SOQ is to demonstrate the qualifications, competence and capacity of the firm to undertake this project. It must also specify a project approach that will meet the requirements in the RFQ.
  - b) **License to Practice in the State of Texas:** An affirmative statement should be included that the firm and all assigned professional staff are properly licensed or registered to practice in the state of Texas.

- c) **Firm Qualifications and Experience:** The submitter should state the size of the firm, the location of the office from which the work on this project is to be performed, the number and nature of the professional staff to be employed in this project on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.
  - d) **Joint Venture or Consortium:** If the submitter is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.
  - e) **Partner, Supervisory and Staff Qualifications and Experience:** Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to the project. If required, indicate whether each such person is registered or licensed to practice in Texas. Provide information on the experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this project.
  - f) **Consultants and Firm Specialists:** Consultants and firm specialists mentioned in response to this request for qualifications can only be changed with the express prior written permission of the City of Waco, which retains the right to approve or reject replacements. Partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. Other project personnel may be changed at the discretion of the submitter provided that replacements have substantially the same or better qualifications or experience.
  - g) **Organizational Chart:** Attach a one page copy of your business organizational chart for the portion of your business that will be involved with this project, complete with names and titles. On the chart mark the persons who will be involved on this project.
  - h) **Business Operation:** If the submitter has operated under any other names within the last ten (10) years, provide those names.
  - i) **Ownership Changes:** If submitter anticipates any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months, provide a description of what is anticipated and how that could impact work on this project if awarded the contract.
- (5) **Additional background information on no more than 15 pages:**
- a) **Experience with Similar Projects:** For the firm's office that will be assigned responsibility for the project, list the most significant projects (maximum - 5) performed in the last five years that are similar to the project described in this request for qualifications. These projects should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, the original estimate and final cost, whether or not the work was

completed within the specified schedule, and the name, email address, and telephone number of the principal client contact.

- b) **Project Approach:** The SOQ should set forth a proposed approach for the design services, including any special considerations and possible challenges in completing the project. The SOQ should also identify any special assistance that will be requested from City of Waco staff that will be involved in the project.
- c) **References:** Each response should provide the City at least five (5) references for the firm (and any consultants) that the City may contact to discuss performance on other similar work. At least one of these references must be someone that the firm worked with within the last 24 months. For each reference: project name and location; description of work; contract value of work performed by the firm or consultant and project value; name, address, email address, and telephone number of project owner/representative who oversaw project performance; dates (month/year) contract was issued and actually completed; and contract completion terms

**E. No Price Information:**

The selection of a design firm under this RFQ shall be in accordance with Chapter 2254 of the Texas Government Code. Do not include any price information within the SOQ. SOQs containing any price information will be automatically disqualified.

**F. Completeness of Submission:**

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

**G. Response Date and Location:**

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

Interested parties may submit their proposals **Via Delivery Services or Personal Delivery** to: City of Waco Purchasing Services

Attn: Kasey Gamblin, Purchasing Manager  
1415 North 4<sup>th</sup> Street  
Waco, Texas 76707

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

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

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

**RFQ 2023-006,**

**Request for Qualification City Facilities Generator Infrastructure Projects partly funded by Coronavirus State and Local Fiscal Recovery Funds (SLFRF) of the American Rescue Plan Act (ARPA) of 2021 Engineering Services Project**

**Closing: 2:00 p.m. (Central Time) on March 8 2023.**

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

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

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

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

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

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



(3) days after the closing time of the RFQ, 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 submitter who can provide proof of his authority to act for the submitter. 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 submitter may submit a new sealed submittal, provided the new submittal is received prior to the closing date and time deadline stated in the RFQ.

**I. Authorized Signature:**

A SOQ must be manually signed by a person having authority to contractually bind the submitter. Any erasures or other changes must be initialed by the person authorized to sign the SOQ or others who are able to show evidence of authority to execute or sign on behalf of the submitter.

**J. SOQ is an Indication of Ability to Perform Requested Services:**

The SOQ submitted by a firm is an indication of the ability of the firm to perform the requested services.

**K. Agreement; Exceptions:**

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

**L. Cost to Develop Submission:**

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



## **VI. Evaluation of Submittals & Award of Contract**

### **A. General Procedure:**

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

### **B. Evaluation Criteria:**

Firms meeting the mandatory criteria below will have their SOQs evaluated for technical quality. A point formula will be used during the review and evaluation process by the Project Review Committee to score SOQs. The following represent the principal selection criteria:

#### **(1) Mandatory Elements:**

- a) The firm is licensed or registered to practice in the State of Texas (if the professional services involved require licensing or registration).
- b) The firm has no conflict of interest with regard to any other work performed by the firm for the City of Waco.
- c) The firm adheres to the instructions in this RFQ on preparing and submitting the SOQ, including submission of forms in Appendix C.

#### **(2) Demonstrated Competence and Qualifications: (Maximum Points - 100)**

- a) Prime Firm's Expertise and Experience: (Maximum Points – 45)
  1. Demonstrated experience of the prime firm based upon previous work similar to that of the type considered.
  2. Demonstrated success of the prime firm based upon the record of performance for the City and on other projects.
  3. Demonstrated commitment of the prime firm to their continued involvement in project success throughout the entire period of the project life.
  4. Prime firm's history of accuracy of cost estimates and ability to perform within budget constraints.
  5. Prime firm's history of performing work within a specified schedule.
  6. Demonstrated experience of the prime firm based upon previous work performed in municipal facility generator design and bid assistance.
- b) Expertise and Experience of Personnel and Individuals: (Maximum Points - 45)
  1. Competence and qualifications of the individual(s), assigned by the prime firm, who will be directly responsible for the proposed work

- based upon education and experience pertinent to the work considered.
- 2. Technical adequacy of the personnel and any consultants to be utilized for the proposed work based upon education and experience pertinent to the work considered.
- c) Project Approach: (Maximum Points - 10)
  - 1. The approach proposed for the, including project method and staff resources planned.
  - 2. Identification of special considerations and possible challenges in completing the project.

### **C. Final Selection:**

The scoring of the SOQs by the Project Review Committee will be presented to the City Manager's Office, who will determine whether to schedule oral interviews with the top rated firms. If interviews are requested, the submitters will have an opportunity to make a presentation and answer questions from the Project Review Committee. After the interviews, those submitters will be ranked by the committee on a 100-point scale using the following criteria:

- (1) Firm qualifications and experience (Maximum 45 points)
- (2) Expertise and experience of personnel and individuals (Maximum 45 points)
- (3) Communication ability (Maximum 10 points)

Based on all information and review, the scores from the Statement of Qualifications submittals and the scores for the oral interviews (if conducted) will be combined and presented to the City Manager's Office. The City Manager's Office shall establish the final ranking of the firms.

The City shall then seek to negotiate a contract with the firm ranked first. If an agreement cannot be reached, efforts to negotiate a contract will then proceed with the firm ranked second. This process will be followed until a satisfactory contract can be negotiated.

### **D. 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

The City of Waco is seeking responses to this RFQ in order to enter into an engineering/architectural service contract with a company and team registered to conduct business in the state of Texas. The following outlines this request for qualifications and includes engineering design, bid assistance and assistance in recommending companies that provide maintenance annually for the proposed generators. The following detailed scope describes the work envisioned that the successful proposer would engage as part of their engineering duties.

### A. BACKGROUND

On October 19, 2021, via Resolution No. 2021-763, City Council approved the funding plan for the City's Coronavirus State and Local Fiscal Recovery ("SLFRF") Program funds under the American Rescue Plan Act ("ARPA"). ARPA itself allows for broad usage of the SLFRF Program funds within four separate categories: (1) To respond to the public health emergency or its negative economic impacts (including assistance to households, small businesses, and nonprofits or aid to impacted industries); (2) Allowing for premium pay for workers performing essential work during the COVID-19 public health emergency; (3) Replacing lost public sector revenue; and (4) Necessary investments in water, sewer, or broadband infrastructure.

In early January 2022, the U.S. Treasury issued its Final Rule concerning the SLFRF Program. Under said Final Rule, fund recipients are given two options of how to accomplish "replacing lost public sector revenue" -- the first option is to elect a standard allowance of up to \$10 million, while the second option is for the recipient to calculate its actual revenue loss according to a specific formula articulated in the Final Rule.

On February 1, 2022, via Resolution No. 2022-056, City Council approved electing to use the standard allowance of up to \$10 million to replace lost public sector revenue. In addition, said resolution amended the original funding plan adopted via Resolution No. 2021-763.

On August 2, 2022, as part of the presentation of the Fiscal Year 2022-2023 budget, additional amendments to the ARPA Funding Plan were highlighted. These include a reallocation of funds for housing related projects, utility generators, removal of contingency funds, and the addition of the STEAM Center project.

Part of the funding plan included an allocation of \$1M for backup generators for three community centers. ARPA itself allows for broad usage of the SLFRF Program funds within four separate categories: Category 3 applicable to this relief was replacing lost public sector revenue under which the City has specifically allocated \$1M for back-up generators for the following City Facilities:

- 1.) Dewey Center-diesel-electric or natural gas if available generator - estimated at 200KW.

- 2.) South Waco Center-natural gas- electric generator estimated at 300 KW.
- 3.) Waco Multi-Purpose Center -diesel-electric or natural gas if available generator - estimated at 300KW.
- 4.) Waco Animal Shelter & Humane Society of Central Texas – Emergency Power Generator – estimated at 300KW.
- 5.) Fleet Services Heavy Shop and Fleet Services Annex Light Shop – new facility generator and repurpose/relocation/refurbishment of a 200 Kohler Model 2000 50 KW generator as a backup to the Annex Light Shop.
- 6.) Doris-Miller Community Center – estimated at 300KW (Optional).

The Consultant selected for the project will coordinate with the City of Waco Project Team who are:

#### **CITY OF WACO PROJECT TEAM (PROJECT TEAM)**

<b>Team Member</b>	<b>Department</b>	<b>email</b>	<b>Contact Phone</b>
Tom Balk	Parks and Recreation	<a href="mailto:tomb@wacotx.gov">tomb@wacotx.gov</a>	254-750-8471
Ryan Dirker	Emergency Management	<a href="mailto:ryand@wacotx.gov">ryand@wacotx.gov</a>	254-750-5912
Thomas Auston II	Facilities	<a href="mailto:thomasa@wacotx.gov">thomasa@wacotx.gov</a>	254-750-8088
Trey Buzbee	Fleet Services Director	<a href="mailto:jbuzbee@wacotx.gov">jbuzbee@wacotx.gov</a>	254-750-7083
Eric Coffman	Resiliency and Sustainability	<a href="mailto:ericc@wacotx.gov">ericc@wacotx.gov</a>	254-750-5871
Chuck Dowdell	Resiliency and Sustainability	<a href="mailto:charlesd@wacotx.gov">charlesd@wacotx.gov</a>	254-750-1601

## **B. EVALUATION OF COMPONENTS NEEDED FOR DESIGN**

### **1. General Statement of Design Components Described**

The design components described in the following section are intended as guide for the consultant to follow as a course of work. The Consultant shall base design work on their specific experience in standby generator selections and related installations.

### **2. Electrical Load, Generator Size & Capacity Investigation:**

The Consultant shall investigate the existing building electrical conditions at the six sites to assess the recommended generator classification, size, condition, ratings, generator exhaust breaching, optimal location and arrangement of the proposed generator system. The consultant shall confirm the existing power loads, existing electrical equipment and power interface and distribution system. The study shall evaluate if three or two phases electrical inrush needed. A thorough examination of each facility shall be performed, and individual electrical loads documented and categorized. Pump motor starters, pump motor full load amperages, and lighting transformer sizes shall be

recorded and modeled. Beyond the nameplate information, the consultant shall evaluate other parameters that must be evaluated for sizing an appropriate generator. Inrush current shall be determined to assess the instantaneous input current drawn by an electrical device when that device is first energized. Equipment such as rotating motors, transformers, lighting ballasts, welders, heavy shop equipment, lifts are examples of devices that traditionally have high inrush current. As the device energizes it can draw much higher amperage than what it consumes while operating; therefore, these items must be examined and accounted for carefully.

Standby generators for the Animal Shelter provide backup power for the offices, kennels and veterinary practice there. The recommended generator shall protect animal lives during an emergency outage, such as a high-capacity generator to keep the power on even during a widespread outage to successfully maintain the comfort and health of all animals and wildlife.

The consultant shall recommend a primary option and a secondary option for consideration. A summary table shall be prepared which documents the results of the investigation of the load requirements. An example table is as follows:

Facility	Alternative 1 (Min.)	Alternative 2 (Typ.)
Pump Station	25 kW	50 kW
Lift Hydraulic Pump	150 kW	150 kW
Fleet Services Maintenance Shop	450 kW	800 kW

In addition, the consultant shall meet with the City of Waco Project Management Team to assess potential future power uses and needs, such as ability to power broadband internet, etc. and such needs as would arise during use of the community centers during times of an emergency shelters and resilience hubs.

This evaluation should support the necessary design changes to the electrical system to achieve the required connections for the capacity of the new generator units.

Items to investigate shall include, but not be limited to, the electrical supply system, electrical system devices and operation, location of the emergency standby control, wiring, ceiling impact, roof penetration, generator exhaust breaching, hazardous materials survey (such as any asbestos removal required), and any related equipment the centers will need. This information shall also be used to identify the areas of the building that will be impacted by the installation of the new generator's construction work and potential removal of asbestos or any hazardous materials.

### **3. Electrical Bus Investigation:**

The Consultant shall conduct a survey of the existing electrical bus and propose/recommend any upgrade to it to be compatible with the new generator backup system. Analyze the electrical bus configuration, battery storage system and charging infrastructure, and capacity. Document the location of the electrical panels, zone detectors, sensors, wiring & raceways, and all equipment and systems.

### **4. Automatic Transfer Synchronization (ATS) & Load Shedding:**

The Consultant shall evaluate the proposed ATS to ensure that it will be compatible with the proposed generator backup system. Verify that the ATS and load shedding system has adequate capacity for the new generator backup system components. Propose and design a location of the ATS panels, mains detection, built in monitors, wiring & raceways, and all equipment and systems. The Consultant shall evaluate the compatibility and requirements for electrical switchgear. The consultant will be responsible for design effort associated with the switchgear replacement, as needed.

### **5. Title V Air Permit:**

The Consultant shall investigate the requirements under the Texas Commission on Environmental Quality for Air Permit by Rule as stated in 30 TAC Sections 106.4 and 106.511, in addition to Air Operating Permits under Title V. Necessary permit filing shall be coordinated by the Consultant including prior approvals or pre-construction permits, as part of their Design Report.

### **6. Design Report and Presentation:**

Provide three (3) bound copies of the Design Report to the City of Waco Project Manager Team. The document shall be presented in an 8 ½" x 11" bound booklet that contains a Table of Contents describing all of the information contained in the document and an Executive Summary with a list of specific recommendations.

An oral presentation and a draft summary report shall be made to the Project Team describing the findings of the investigation conducted and the recommendations. The Consultant may not proceed with the design phase of the project until the Project Team has reviewed the report and approved the recommendations made for this project.

All supporting documentation such as calculations, photographs, drawings, catalog cuts, correspondence, meeting minutes, and any other data obtained shall be included in the report appendix for reference.

All acquisition/construction cost estimates shall be in sufficient detail for each related design element sufficient to comply with all federal funding and City of Waco Purchasing Department requirements.

## **C. GENERATOR GENERAL DESIGN CRITERIA**

The Consultant shall provide a predesign memorandum summarizing findings from the evaluation process described above, prepare 30%, 60%, 90% and final construction level Design; Construction Administration, Permitting and Bid/Award services for a contractor to install generators at the three community centers based upon their investigations, as amended by the City of Waco Project Team. The new generators shall be located in an area to be proposed by the Consultant on a reinforced concrete slab-on-grade. Consultant shall ensure location and installation are following all applicable codes, regulations and requirements.

The emergency and standby generator system must consist of one or more central engine generators and a separate distribution system with automatic transfer switches, distribution panels, lighting panels, and, where required, dry-type transformers feeding 208Y/120V panels. The Consultant Design Team shall consist of a registered electrical engineer and mechanical engineer who must coordinate with an architect on the design of the generator system. A registered Geotechnical Engineer should provide foundation and construction recommendations. Registrations should all be current with the State of Texas.

Diesel fuel and natural gas are permitted as energy sources for building emergency generators. Generators shall be registered with the applicable regulatory authority and shall be certified as fully EPA compliant at the manufacturing facility.

The Consultant shall determine the new generator classifications, power, capacity and size. The new generators shall be powered either by diesel fuel or natural gas as follows:

- 1.) Dewey Center-diesel-electric or natural gas if available generator - estimated at 200KW.
- 2.) South Waco Center-natural gas- electric generator estimated at 300 KW.
- 3.) Waco Multi-Purpose Center -diesel-electric or natural gas if available generator - estimated at 300KW.
- 4.) Waco Animal Shelter & Humane Society of Central Texas – Emergency Power Generator – estimated at 300KW.
- 5.) Fleet Services Heavy Shop and Fleet Services Annex Light Shop – new facility generator and repurpose/relocation/refurbishment of a 200 Kohler Model 2000 50 KW generator as a backup to the Annex Light Shop.
- 6.) Doris-Miller Community Center – estimated at 300KW (Optional).

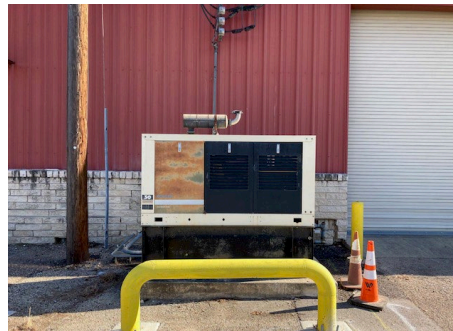
Background information on the Fleet services and Light Shop Annex Emergency Generators is as follows:

A larger generator other than the existing unit shall be designed for the Heavy Shop to operate all Heavy Shop facilities, systems, and equipment. This will ensure operational continuity of Fleet Services repair and maintenance activities for other City Departments during an emergency event. The consultant shall evaluate the

repurposing the existing Heavy Shop 50kw generator for use as back-up electrical power for the Fleet Services Annex Light Shop.

A separate Kohler generator (**Figure 2**) is currently stored behind the Fleet Annex Light Shop. Based on service records, this generator was purchased in February 1999 for Fire Station #3 back-up power. The generator has been stored behind the Light Shop since approximately July 2014 per Department records. Several maintenance workorders found from August 2013 - March 2014 document that the generator would not run properly after it was activated. There is no evidence or documentation that this generator was intended to be used as a back-up power system for the Light Shop. No visible conduit, transfer switch connections, or control systems for a generator can be found on the Light Shop.

**Figure 1: Heavy Shop Generator**



**Figure 2: Surplus Generator**



Consultant shall design the generator systems at the six sites so that it has an ample fuel supply to run the generators for 72 hours. Generators design shall be to be under full load to back up the whole facility in case of loss of electricity and power outage.



### **1. 30-60-90% Design Process**

The overall purpose of the 30-60-90% Design Process is to efficiently develop quality contract documents through a process that: 1) identifies stakeholders and their interests; 2) documents and defines design requirements; and 3) coordinates with permitting, environmental, regulatory and construction.

The 30-60-90% design definition should: 1) Be defined in the consultant contract. 2) Be used to develop risk parameters in the design.

### **2. Pre-design**

The pre-design will include a memorandum to be developed by the Consultant that describes the findings from the evaluation described in Section B. The pre-design should include 1) Project goals. 2) Design criteria. 3) Alternatives analysis. 4) Identify potential risks. 5) Develop a planning/conceptual level cost estimate. 6) Identify stakeholders. 7) Identify regulatory requirements. 8) Determine other technical and/or regulatory requirements.

### **3. 30% Design**

Define the major design elements of the project and refine the project's scope, schedule and budget that the project design team can commit to delivering to management and critical stakeholders. 1) Determine any fatal flaws. 2) Define scope of the project. 3) Develop a project budget that the project manager can commit to (Baseline Budget). 4) Develop a project schedule that the Waco Project Team can commit to (Baseline Schedule). 5) Develop a cost estimate that the Waco Project Team can commit to (Baseline Cost Estimate). 6) Finalize design criteria.

#### **A.) 30% Schematic Design Submittal**

- a. Basis of Design report finalized including design criteria, governing codes and standards.
- b. Defined scope of project.
- c. Preliminary project schedule and detailed design schedule.
- d. Preliminary cost estimate.
- e. Risk evaluation and determine construction contingency amount.
- f. List of required permits.
- g. Any additional resilience or sustainability recommendations for the Waco Project Team to consider.
- h. Master facility drawing.
- i. Table of contents for specifications.
- j. Environmental assessment asbestos, or any other abatement that might be needed.
- k. Unique design requirements from permitting agencies.

- l. Proposed list of drawings.
- m. Construction staging requirements.
- n. Performance design items determined and prescriptive design items determined.
- o. Architectural requirements.
- p. Functional layout - Type of foundation and footings determined.
- q. Structural support requirements for mechanical equipment, exhaust system, and other system requirements.
- r. Civil Site Plan, including survey of existing sites including location of utilities, Geotechnical report(s), Site layout drawing. Landscaping requirements, Drainage necessary, gas flow, electrical service, and water pressures.
- s. Preliminary site grading plan, estimate of fill and excavation quantities.
- t. Fencing/Security plan.
- u. Mechanical & Plumbing System, including ventilation requirements, qualitative selection of performance requirements of major mechanical components, preliminary generator equipment dimensions and weight, electrical requirements for mechanical equipment, Control panels and operating system displays, power company points of connection, telephone and or cell connections for operating status, electrical emergency generator panel, and Instrumentation and Control (I&C).
- v. Process and Instrumentation Diagrams (P & ID) essentially complete, network connectivity requirements, and, Call out Fire Alarm system.

## **2. 60% Design**

Confirm that the project can be constructed and that the submitted plans and specifications will meet the objectives of the project without significant design changes.

### **A.) 60% Schematic Design Submittal**

- a. Update of project schedule and detailed design schedule.
- b. Finalize the expectations and objectives of the project.
- c. Confirm the constructability of the project.
- d. Determine construction permit requirements.
- e. Implement acceptable value engineering requirements, if applicable.
- f. Identify preferred equipment and materials.
- g. Preliminary construction schedule - including equipment purchase lead times.

- h. Preliminary construction phasing plan.
- i. Detailed cost estimate with quantities and unit bid prices.
- j. Complete drawing index.
- k. Response to 30% comments completed.
- l. Value engineering comments incorporated.
- m. Preliminary code analysis sheet.
- n. Preliminary risk assessment if applicable.
- o. Complete architectural plans.
- p. Complete mechanical plans with mechanical components located and penetrations required.
- q. Complete foundation/slab plans.
- r. Civil Site Plan System.
- s. Final grading plan - including contours, cross sections and spot elevations, updated estimate of fill and excavation quantities.
- t. Location of new utilities determined, and utility connections determined.
- u. Location of construction staging area determined.
- v. Geotechnical conditions investigated.
- w. Fencing/security plan determined.
- x. Mechanical & Plumbing System completed.
- y. Preliminary fire protection plans and equipment
- z. Final size and location of ducting/piping system and raceways.
- aa. Complete power plan identifying electrical loads of all equipment, location and size of electrical service panels determined - including panel schedules and emergency generator interface, size and location of fire alarm panels determined, power factor analysis, special electrical equipment identified and located, exterior layout strategies for lighting system and operations for night staging.
- bb. Preliminary location of alarm devices determined, fire alarm/suppression system and annunciator wiring diagram, location of telecommunication and data connections determined.
- cc. Preliminary control schematics, security and access control plans and AC/DC power distribution wiring diagrams.

### **3. 90% Design**

Complete the project design, including plans and specifications, subject to review comments by the Waco project Team, 1) Confirm the bid viability of the project. 2) Prepare engineer's cost estimate for bid. 3) Finalize building permit package

**A.) 90% Schematic Design Submittal**

- a. Final construction schedule and estimate of construction duration,
- b. Construction phasing plan.
- c. Final construction staging plan with access to construction staging area obtained or final staging area to be obtained by contractor identified.
- d. Engineer's cost estimate for bid and backup documentation.
- e. Complete set of technical specifications.
- f. Summary of work, Bid tabs, etc.
- g. Complete list of special conditions related to construction.
- h. Response on incorporation of 60% comments completed.
- i. Complete set of architectural drawings, final architectural details - coordinated with structural system details.
- j. Special construction details completed.
- k. Complete set of structural drawings, final structural details- coordinated with architectural system details.
- l. Permit set of stamped structural calculations.
- m. Final foundation and footing details.
- n. Final structural details- including construction details, and final structural calculations.
- o. Civil Site Plan System including final estimate of fill and excavation quantities, location of new utilities finalized, utility connections finalized.
- p. Mechanical System, including complete equipment schedule, final piping plans, final fire protection plans and performance specifications.
- q. Final section views
- r. Electrical System including final electrical details, electrical load calculations for emergency generator system, Instrumentation and Control System, Final control schematics.
- s. Final security and access control plans.
- t. Final location of alarm devices.

**D. GENERATOR DESIGN CRITERIA SUMMARY**

The Consultant shall meet and coordinate with the City of Waco Project Team to outline all functional requirements necessary for the design for the new generator system.

The design requirements of this project shall include but not be limited to the following items identified below. These items are meant to be used as a design guide; however, it shall be the responsibility of the Consultant to determine the final design criteria to make a complete working installation based on their experience with projects similar in size and scope to this one, and the equipment manufacturer's requirements.

### **1. Location:**

The successful Consultant shall investigate suggested appropriate locations, provide recommendations for a primary and secondary option, and identify requirements. The Consultant shall coordinate generator and breaching location to efficiently connect with Switchgear and recommendations of the Waco Project Team. The six sites to be included are as follows:

- 1.) Dewey Center-diesel-electric or natural gas if available generator - estimated at 200KW.
- 2.) South Waco Center-natural gas- electric generator estimated at 300 KW.
- 3.) Waco Multi-Purpose Center -diesel-electric or natural gas if available generator - estimated at 300KW.
- 4.) Waco Animal Shelter & Humane Society of Central Texas – Emergency Power Generator – estimated at 300KW.
- 5.) Fleet Services Heavy Shop and Fleet Services Annex Light Shop – new facility generator and repurpose/relocation/refurbishment of a 200 Kohler Model 2000 50 KW generator as a backup to the Annex Light Shop.
- 6.) Doris-Miller Community Center – estimated at 300KW (Optional).

### **2. New Generators:**

The Consultant shall provide the Design, Construction Administration, Permitting and Bid/Award services to construct new generators of either diesel or natural gas fuel type according to the requirements stated in Section C, and the Consultant shall be responsible to size the new generators according to the full load requirements to back up the entire facility and confirm the classification.

Investigate industry-recognized manufacturers of the components to be specified in the design documents. Items to consider shall include, but not be limited to product reliability and performance, manufacturer's years of service, equipment costs, warranties, guarantees, delivery schedule, compatibility with the existing equipment and related components, physical size, etc. Note that the names of three "equal" manufacturers shall be identified and included in the design documents for reference. Basic generator specifications to include:

- Governor regulation class - The governor regulates engine speed (ISO8528 Part 1 Class G3) standard.
- Voltage regulator - Allows voltage to be constant (0.5%) from no load to full load situations.
- Random voltage variations - Fluctuations in magnitude of supply voltage,

(0.5%) normal operation.

- Random frequency variations - The amount of frequency change (0.25%) during normal operation.
- Radio frequency emissions - Created during generation because of electromagnetic properties. Complies with both military and IEC standards.

### **3. Drawings:**

Provide drawings as specified in Section C (1), (2), (3) and (4). Include a single-line diagram to show new generator tie-in details that identifies the name, location, and rating of all switchgears, transformers and generator control panel components. Include all demand factors, switch and panel schedules, wiring identification codes, drawing legends, etc. on the documents.

Provide short circuit study and selective coordination study of over-current protection devices. Provide details on the drawings of any special assembly, electrical tie in requirements, or any other governing or limiting factor of the manufacturer's system component. The drawings shall be prepared with sufficient flexibility to accommodate variations among the equipment manufacturers approved by the Waco Project Team.

### **4. Generator Pads:**

Generators should be located outside and on grade and must be provided with a suitable walk-in acoustic enclosure and jacket water heaters to ensure reliable starting in cold weather. The Consultant shall provide the design and specifications to construct new concrete pads for the new generators and associated equipment. Provide signed and sealed structural calculations, verifying that they will support the new equipment. Acoustical treatment of the generator room must be provided as necessary. Temperature and ventilation must be maintained within the manufacturers' recommendations to ensure proper operation of the unit. Calculations to support the size of the intake air supply for combustion, cooling, and radiation, as well as exhaust piping and exhaust paths, must be provided by the mechanical engineer.

Radiators must be unit mounted if possible. If ventilation is restricted in indoor applications, remote installation is acceptable. Heat recovery and load shedding must not be considered. The remote location of radiators must be designed to avoid excess pressure on the piping seals.

A permanently installed load bank, sized at a minimum of 50 percent of generator rating, must be provided. The load bank may be factory mounted to the radiator. Care should be taken in selecting materials that will tolerate the high temperatures associated with radiator-mounted load banks to include belts, flex connections, motors, sprinkler heads, and so on.

For diesel generators, the load bank shall provide a load add/shed feature that will maintain load levels at a minimum, including building load, of the generator manufacturer's recommended loads when operating at 50 percent of generator KW name plate. The load bank shall have a minimum of four

automatic load taps controlled by a load add/shed relay incorporated into the run circuit on the generator.

## **5. Engine**

**Engine Specifications (The City has had positive experiences with the operation and maintenance Cummins engines and this option is considered a primary option)**

Manufacturing specifications for the build of the engine to include:

- Bore - The diameter of the cylinder (6.25 in).
- Stroke - The distance piston travels in cylinder (7.48 in).
- Displacement - The volume of all cylinders in the engine (3673 cubic inches).
- Configuration - Engine block design. (cast iron V16).
- Battery Capacity - The advised amperage of battery (2200 amps @ 0 to 32 degrees F).
- Battery Charging Alternator - Engine alternator charging capacity (40 amps).
- Starting Voltage - Battery voltage needed for engine operation (24 VDC, negative ground).
- Fuel System - Type of fuel system. (Direct injection, #2 diesel fuel, with fuel filter and automatic shutoff).
- Fuel Filter - Type of fuel filter, capability and option (Triple element micron, spin on with water separator).
- Air Cleaner - Style of air cleaners used on engine (dry replaceable element).
- Oil Filter - Engine oil filter amount and style (4 spin on oil filters, combination of full flow and bypass).
- Cooling System - Standard cooling system (can operate at ambient temperatures of 104 degrees F).

## **Alternator Specifications**

Manufacturing specifications for build to include:

- Design - Describes design of alternator (Brushless, 4-pole, revolving field).
- Stator - Winding pitch is parameter in design (2/3 pitch recommended for all 4-wire applications).
- Rotor - When alternator rotor is attached to an engine, only one bearing is used (single bearing, flexible discs).
- Insulation System - Class of insulation used on windings (class F on High voltage and class H on low voltage). Temperature ratings from 239 to 302 degrees F.
- Standard Temperature Rise - IEC tests generator for standard temperate rise (@104 degrees F ambient temperature, 302 degrees F).
- Exciter Type - Type of magnet used. Two styles permanent and electromagnetic (permanent magnetic generator).

- Phase Rotation - Supplies phase information of generator (A leading B leading C in a clockwise rotation).
- Alternator Cooling - How alternator is cooled during operation (direct drive centrifugal blower fan).
- Harmonic Distortion - Sine wave distortion during linear and non-linear operations (less than 5% no load to full linear load, less than 3% for single harmonic load).
- Telephone Influence Factor (TIF) - Measure of interference of power-line harmonics with telephone lines (less than 50 per NEMA guidelines).
- Telephone Harmonic Factor (THF) - Harmonic distortion caused by generator to analog telephone system. Replaced by Harmonic distortion (less than 3).

## **6. Control Equipment:**

Provide the design and specification for a master control system, new replacement circuit breaker switchgear, and all further details regarding the sequence of operations. The generator set must include all instruments and controls for proper system operation. The system status panel must have an appropriate audio/visual alarm to alert operators of potential problems. It must include the following monitoring and alarm functions: system on, system bypassed, system fault, out of phase utility fault, and closed generator circuit breaker. It must have an audible alarm and alarm silencer button.

## **7. Remote Monitoring of Generator**

Generators shall be designed to operate with remote monitoring capability that allow control of the unit from a location center to be determined. The remote system should run complete engine/transfer switch tests, monitor readiness status, review intermittent alarms, and other crucial tasks. The generators shall be able to monitor and log the following standard conditions:

- Generator On (Running) and Generator Off (Stopped)
- Engine Battery Voltage with Low Battery Alarm
- Exercise Tracker with Failed to Exercise Alert
- Run Time Tracker with Excessive Run Time Alerts 4, 8, 12, & 24+ Hours
- Common Fault
- Common Warning/Pre-Alarms
- Low Fuel Level
- Generator Switch Not in Auto
- Low Coolant Temperature
- Low Coolant Level
- High Engine Temperature
- Low Oil Pressure
- Over Speed



- Over Crank
- Fuel Leak Detected
- All inputs can be custom configured.
- Utility Power On/Off – Generator Running
- On Generator Power
- Site Without Power
- Fuel Level 50%, 25%, 10%
- Return to Utility Power
- Generator Breaker Open
- Approximate Fuel Level Value

### **8. Generator Annunciator Panel:**

The Consultant shall include in their design local annunciator panels and wireless annunciator panels at approved locations.

General criteria for control panel and controls:

- AC Protection - Monitors over current and short-circuits. Provides single and three fault regulation. Over and under voltage and frequency monitoring and shutdown.
- Alternator Data - Monitors voltage (line to line or line to neutral capable). Monitors current and frequency on all three phases. kW and kVA monitoring.
- Other Data - Provide generator set model, start attempts, starts, running hours, kW hours and fault history.
- Governing - System contains a digital isochronous governor that feature temperature dynamic governing and a smart idle speed control.
- Voltage Regulation - PWM (digital) electronic voltage regulation with three phase line to neutral sensing. Single and three phase fault monitoring and regulation.
- Control Functions - Fault data logger with fault simulation with Inpower software. Time delayed start and cool down controlled. Configurable inputs and outputs with remote emergency stop capability.

### **Panel Options**

Consultant shall recommend options for the control panel that include:

- Paralleling options with load sharing controls.
- Thermostatically controls for space heater.

- Key operated mode switch for security.
- External components such as ground fault modules and auxiliary relays for added control.
- Various interface software.
- Additional input and output modules.
- Remote annunciator for alarm monitoring in location other than generator room.

## **9. Equipment Installation Schedule:**

Develop a proposed sequenced phased construction schedule that identifies how the new generator, components and other related items are to be installed. Determine all construction schedule coordination requirements with the local Electrical Utility Company representatives.

## **10. Equipment Tests:**

The design documents shall include detailed test requirements of the new equipment and systems. The Contractor and a certified testing lab shall perform operational tests of the completed installation to certify their proper operation. All test results shall be bound in a booklet and three (3) copies presented to the Waco Project Manager Team for record.

## **11. Spare Parts:**

A critical spare parts list shall be prepared for all appropriate items and purchased as part of this project. The Consultant shall include provisions for the manufacture/vendor of the equipment to provide critical spare and maintenance parts as part of this project.

## **12. Capacity:**

The engine generators must be sized to serve approximately 150 percent of the design load and to run at a maximum of 60 percent to 80 percent of their rated capacities after the effect of the inrush current declines. When sizing the generators, the initial voltage drop on generator output due to starting currents of loads must not exceed 15 percent. Day tanks must be sized for a minimum capacity of four hours of generator operation. Provide direct fuel oil supply and fuel oil return piping to the on-site storage tank. Piping must not be connected into the boiler transfer fuel oil delivery “loop.”

Designs should note that the bottom 10 percent of the tank is unusable and that the tank is normally not full (normally at a 70 percent level) before the operation of the generator.

## **13. Generator Alarms:**

Generator alarms must be provided on the exterior wall of the generator room. All malfunctions must be transmitted to the BAS. In all buildings, with or without BAS, a generator alarm annunciator must be located within the fire command center. The generator output breaker must have a contact connected

to the BAS indicating output breaker position, to allow annunciation of the open position on the BAS.

#### **14. Transfer Switches:**

Automatic transfer switches serving motor loads must have in-phase monitors (to ensure transfer only when normal and emergency voltages are in phase) to prevent possible motor damage caused by an out-of-phase transfer. They must also have pretransfer contacts to signal time delay returns in the emergency motor control centers.

Automatic transfer switches must include a bypass isolation switch that allows manual bypass of the normal or emergency source to ensure continued power to emergency circuits in the event of a switch failure or required maintenance.

#### **15. Load Shedding:**

As applicable for emergency standby generators, and as part of the City of Waco's power purchase contracts, the generators may be designed to operate in parallel with the local utility, thus allowing for load shedding and smart grid and intelligent building initiatives. Before designing emergency generators for peak shaving purposes, local, State, and Federal authorities must be contacted due to the need for possible noise, air quality permitting, and additional hardware requirements.

#### **16. Maintenance Requirements:**

As applicable for the selected manufacturer of equipment for emergency standby generators, the Consultant is to recommend OEM maintenance schedules for generators. The typical maintenance cycle includes a general inspection followed by scheduled inspection and service of the following critical systems:

- Fuel system (diesel fuel requires more maintenance)
- Coolant system
- Lubrication system
- Air system (combustion and cooling air)
- Starting system (batteries and charger)
- Alternator (a frequently overlooked item)
- Transfer switch (another often-overlooked item)

At a minimum, the Consultant should recommend a monthly visual inspection, as well as after any extended generator run times.

### **E. DESIGN MEETINGS & PRESENTATIONS**

#### **1. Design Meetings:**

Conduct review meetings with the Waco Project Team members during each design phase of the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables, and make changes where appropriate. The Consultant shall describe the philosophy

and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material and equipment delivery dates, etc.

It shall also be the responsibility of the Consultant to arrange and require all critical Sub- Consultants to be in attendance at the design review meetings.

Record the minutes of each design meeting and distribute within seven (7) calendar days to all attendees and those persons specified to be on the distribution list of the Waco Project Team.

## **2. Design Presentations:**

The minimum number of design presentations required for each phase of this project is identified below for reference:

Presentation 1.) Pre-Design Phase

Presentation 2.) 30%, 60% and 90% Design Phase

Presentation 3.) Final Design Phase

## **F. CODES AND STANDARDS**

Codes and Standards

- ANSI/NETA ATS, Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems
- ANSI/NETA ECS, Standard for Electrical Commissioning Specifications for Electrical Power Equipment and Systems
- ANSI/NETA ETT, Standard for Certification of Electrical Testing Technicians
- ANSI/NETA MTS, Maintenance Testing Specifications for Electrical Power Equipment and Systems
- ASME: American Society of Mechanical Engineers
- ASME A17.1, Safety Code for Elevators and Escalators
- ASTM: American Society for Testing and Materials
- ASHRAE Standard 90.1, Energy Standard for Buildings Except Low-Rise Residential Buildings
- BICSI, (Building Industry Consulting Service International) Telecommunications Distribution Methods Manual
- BICSI, Wireless Design Reference Manual
- California Energy Commission, Building Energy Efficiency Standards (Title 24) for applicable projects

- ETL: Electrical Testing Laboratories
- FAA: Federal Aviation Agency
- Federal Information Processing Standard 175, Federal Building Standard for Telecommunication Pathways and Spaces
- IEEE Standard 1789, IEEE Recommended Practices for Modulating Current in High-Brightness LEDs for Mitigating Health Risks to Viewers
- IES: Illuminating Engineering Society of North America
- IES Lighting Handbook
- IESNA G-1 Guideline for Security Lighting for People, Property, and Public Spaces
- IES RP-1-04, American National Standard Practice of Office Lighting
- IES RP-5-13, Recommended Practice for Daylighting
- IES RP-8, Roadway Lighting
- IES RP-20, Lighting for Parking Facilities
- IES LM-79, Electrical and Photometric Measurements of Solid-State Lighting Products
- IES LM-80, Measuring Lumen Maintenance of LED Light Sources
- IES LM-83, Approved Method: IES Spatial Daylight Autonomy (sDA) and Annual Sunlight Exposure (ASE)
- IES TM-15, Luminaire Classification System for Outdoor Luminaires
- IES TM-21, Projecting Long Term Lumen Maintenance of LED Light Sources
- IEEE: Institute of Electrical and Electronics Engineers
- ICEA: Insulated Cable Engineers Association
- NEMA: National Electrical Manufacturers Association
- NETA: International Electrical Testing Association
- NFPA: National Fire Protection Association
- NFPA 70, National Electrical Code
- NFPA 70E, Standard for Electrical Safety in the Workplace
- NFPA 101, Life Safety Code
- NFPA 110, Standard for Emergency and Standby Power Systems
- NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems
- NFPA 780, Standard for the Installation of Lightning Protection Systems
- UL: Underwriters' Laboratories

- UL50, Enclosures for Electrical Equipment for Types 12, 3, 3R, 4, 4X, 5, 6, 6P, 12, 12K, and 13
- UL67, Panelboards
- UL 96 , Marking and Application Guide Lightning Protection
- UL1558, Standard for Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear
- UL1598C, Standard for Light-Emitting Diode (LED) Retrofit Luminaire Conversion

## **APPENDIX B**

### **Contract Requirements**

- (1) City of Waco General Terms and Conditions
- (2) Additional Terms for Services
- (3) American Rescue Plan Act of 2021 Terms
- (4) Certification Regarding Lobbying and the ARPA Terms
- (5) Insurance & Indemnification Requirements
- (6) Sales Tax Information
- (7) House Bill 89 Energy Form
- (8) House Bill 89 Gun Form
- (9) House Bill 89 Israel Form
- (10) HB1295 Information Sheet
- (11) 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 (85<sup>th</sup> (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

## APPENDIX B.(2)

### Additional Terms for Services

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

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

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

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

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

**Beneficiary Name:**

**Beneficiary's UEI:**

**The Federal Award Identification Number (FAIN):**

**The Federal Award Date:** May 14, 2021

**Subaward Period of Performance/Budget Period:** July 21, 2022-December 31, 2026 (costs must be incurred by December 31, 2024)

**The Federal Assistance/CFDA Number** is 21.027

**Amount of Federal Funds Obligated to the Beneficiary:**

**Total amount of Federal Award:**

**Name of Federal awarding agency:** U.S. Department of Treasury

**Pass-Through Entity and contact information for awarding official:**

City of Waco

[Name]

[Title]

P.O. Box 2570

Waco, TX 76702-2570

Telephone: 254-750-5640

**Identification of whether award is for Research and Development (R&D):**

**Indirect cost rate for the Federal award:** 0%

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

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Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

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Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.



9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

1. Equal Opportunity Employment. During the performance of this contract, the Subrecipient agrees as follows:

(1) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(4) Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated

or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Subrecipient will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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Recipient

Date

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Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



## **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must **address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

(B) All contracts in excess of \$10,000 must address **termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) **Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) **Davis-Bacon Act**, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give

up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) [§ 200.323. Procurement of recovered materials.](#)**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

**(K) [200.216 Prohibition on certain telecommunications and video surveillance services or equipment.](#)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

**(d) See also [§ 200.471. Telecommunication costs and video surveillance costs.](#)**

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in [§ 200.216](#) to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems

**(L) See [§ 200.322. Domestic preferences for procurements.](#)**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**EXHIBIT A**

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. (APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**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"> <li>• Premises/Operations</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles (if any)</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	\$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 4<sup>th</sup> Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

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

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

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



**INDEMNIFICATION.**

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

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

## TEXAS SALES TAX EXEMPTION INFORMATION

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

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

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

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

In completing the exemption form, a contractor will:

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

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

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

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

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

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

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

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

**PLEASE SIGN AND RETURN WITH BID**



# Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
<div style="border: 1px solid black; width: 250px; height: 20px; margin: 5px 0;"></div>	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico	
<div style="border: 1px solid black; width: 250px; height: 20px; margin: 5px 0;"></div> (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_


Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
--	-------	------

**This certificate should be furnished to the supplier.**  
**Do not send the completed certificate to the Comptroller of Public Accounts.**

# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_


Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
--	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

***THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.***

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.**

**Do not send the completed certificate to the Comptroller of Public Accounts.**

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

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

By signing below, Company hereby verifies the following:

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

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

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

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

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

The following definitions apply to this state statute:

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

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

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

## ATTACHMENT A

### VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

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

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

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

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

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

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

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

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

By signing below, Company hereby verifies the following:

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

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

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

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

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

The following definitions apply to this state statute:

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

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

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

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

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

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

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

(B) does not include:

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

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

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

by a regulatory agency; or

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

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

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

(6) "Firearm entity" means:

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

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

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

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

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

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



## ATTACHMENT A

### VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

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

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

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

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

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

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

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

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

By signing below, Company hereby verifies the following:

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

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

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

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

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

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

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

## ATTACHMENT A

### VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

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

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

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

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

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

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



## INFORMATION ABOUT FORM 1295 DISCLOSURE

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

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

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

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

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

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

### **Filing Process:**

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

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

## PROCEDURE TO PROTEST AWARD RECOMMENDATION

- A. If a firm or person believes it is injured as a result of an 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 Proposal and Acknowledgement 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) Resident Certification
- (10) Texas Public Information Act
- (11) Drug Free Workplace



## SUBMISSION OF BID AND ACKNOWLEDGMENT OF ADDENDA RFQ No.

### 2023-006 ISSUED BY CITY OF WACO, TX

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

#### 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**

## **APPENDIX D**

### **Property Map**

(1) Property Map, Drawing



# City of Waco Community Center Generators

