



## **City of Waco, Texas**

### Request for Proposal RFP No. 2019-015 Disability Insurance

**Issue Date: April 4, 2019**

**Closing Date & Time: May 6, 2019 at 2:00 p.m.**

**Opening Date & Time: May 6, 2019, at 2:01 p.m.**

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

For Information Contact: Tim Cubos, Purchasing Services, 254-750-6616

Pre-submittal Meeting Location: Not Required

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

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## City of Waco, Texas

RFP No. 2019-015  
For Disability Insurance

### 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: [ccubos@wacotx.gov](mailto:ccubos@wacotx.gov).

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

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

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

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

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

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

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

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

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### I. Schedule for Solicitation Competitive Sealed Proposal

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

Issuance of the RFP	April 4, 2019
Deadline for questions in 5:00 p.m.	April 26, 2019
Bids due by 2:00 p.m.	May 6, 2019
Evaluation of submission	May 6 to May 20, 2019

Tentatively, the final selection decision will be made and submitters will be notified of award by June, 2019. This schedule is subject to change by the City.

### II. Contract with City of Waco

The contact person for this solicitation process is: **Tim Cubos**, Purchasing Agent who can be reached at:

**Email: [ccubos@wacotx.gov](mailto:ccubos@wacotx.gov) Telephone: (254) 750-6616 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: <b>Tim Cubos</b> Purchasing Agent P.O. Box 2570 Waco, Texas 76702-2570	<b>Via Delivery Services/Personal Delivery :</b> City of Waco Purchasing Services Attn: <b>Tim Cubos</b> Purchasing Agent 1415 North 4 <sup>th</sup> Street Waco, Texas 76707 <b>NOTE: US Mail does NOT deliver to street address</b>
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**Contact with someone other than the Purchasing Agent listed above, or his/her designated representative, at the City of Waco concerning this solicitation may be grounds for removal from consideration.**

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

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

### III. Definitions

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

- (1) “City” means and refers to the City of Waco, Texas.
- (2) “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.
- (3) “Proposal” or “Submission” refers to a response submitted to an RFP.
- (4) “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.
- (5) “RFP” means and refers to this Request For Proposals.
- (6) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (7) “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.
- (8) “Solicitation” means an RFP issued by the City Waco seeking products or services described in the document.
- (9) “Submitter” or “Vendor” or “Proposer” or “Contractor” or “Bidder” means a firm that submits a response to a solicitation.
- (10) “Contract documents” includes the RFP and all of the Appendices attached to the RFP.
- (11) “Day” means a calendar day unless otherwise specifically defined.

#### IV. REQUESTED SERVICES

1. Proposals are requested for the following services. Disability should provide services for employee only. The Health plan will be eligible under the City's IRS Section 125 Cafeteria Plan.
  - Voluntary Short-term Disability Plan – fully insured
  - Long-term Disability Plan – fully insured
2. The City desires to receive proposals for a five (5) year period on one of the following basis:
  - Fixed price for the three (3) year period, or
  - Two (2) annual renewal adjustments determined by formula at the time the contract is awarded, and:
  - Fixed price for year 4 and 5, or
  - Two additional renewal guarantees with rate caps on years 4 and 5
3. Selected vendor(s) will be required to participate in the City's Annual Benefits Fair. Participation will include but not be limited to attendance, promotional materials, and other sponsorship activities.
4. The City wishes to have representatives available at each of the open enrollment meetings to assist attendees with their questions. Historically the City holds multiple meetings over the course of one day.
5. Effective date is to be October 1, 2019. All participants enrolled in the current benefit plans as of September 30, 2019, are to be covered on a "no loss/no gain" basis.

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

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

#### **C. Duration of Service**

The work that is the subject of this RFP has to be completed by September 30, 2022

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

- (1) Furthermore, the City expressly reserves the right to:
  - (a) Waive any defect, irregularity, or informality in any submittal or procedure;
  - (b) Extend the solicitation closing time and date;
  - (c) Reissue this solicitation in a different form or context;

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- (d) Procure any item by other allowable means;
- (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
- (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.
- (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

### V. REQUEST FOR PROPOSALS – SUBMISSION AND AWARD PROCEDURES

#### A. Requirements

- (1) Qualified proposers should submit one (1) original **and 2 flash drives** of their qualifications and proposal on 8 ½ by 11 paper plus one PDF version. Proposals should be kept to the minimum necessary length to explain the proposer's attributes and pricing. Typed responses are preferred in Times New Roman, Arial or Calibri font. Responses must be clear and may be subject to disqualification if illegible. Each copy of the proposal should be complete and include the following minimum requirements:
  - (a) A brief company history.
  - (b) Completed and signed copies of Forms included in Appendix C.
  - (c) A short narrative of the proposer's approach to the project and a statement of understanding targeting the specific nature of this project.
  - (d) Information on the proposer's current work load and ability to complete the project.
  - (e) The submission shall include a lists of **5** references, at least **3** of which have obtained services or materials from the proposer in the last 24 months.
  - (f) Certificate showing current insurance coverage.
- (2) Pricing/Cost Information
  - (a) All pricing and cost information is to be submitted less *Federal Excise* and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

#### B. Completeness of Submission

- (1) Proposers are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.

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- (2) The proposer must attach all required forms with each submission copy. Forms must be signed by a representative of the proposer authorized to bind the proposer contractually. The proposer must include a statement identifying any exceptions to this RFP or declare that there are no exceptions taken to the RFP.

### C. Response Date and Location

**Responses to this solicitation must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on May 6, 2019**

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

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

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

City of Waco Purchasing Services  
Attn: **Tim Cubos**, Purchasing Agent  
P.O. Box 2570  
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the bid 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:

**“RFP 2019-015 Disability Insurance**

**Opening: 2:01 p.m. (Central Time) on May 6, 2019**

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

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

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

### D. Modification to or Withdrawal of Submission

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



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- (1) Submit a written notice of the modification WITHOUT revealing the pricing/cost or terms information. The modification should provide the addition, subtraction, or other modifications so that the final pricing/costs or terms will not be revealed to the City until the sealed proposal is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email to Purchasing Agent identified on page 3) or personal delivery. The written modification must be received by the City prior to the closing time.
- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within two (2) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the vendor who can provide proof of his authority to act for the vendor. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on page 1. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

### **E. Submission Validity Period**

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

### **F. Cost to Develop Submission**

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

### **G. Evaluation Procedures**

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

### **H. Vendor Presentation**

The evaluation by the Project Review Committee will be presented to the City Manager or Executive staff, who will determine whether proposers may be invited to make a

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formal presentation of their proposal and/or sit for a panel interview. There is no obligation for the City to host interviews in order to make the final selection

**I. Evaluation Criteria** *[Specify importance of price and other factors]*

The following criteria will be used to evaluate the submittals (scoring points available):

<b>Criteria</b>	<b>Scoring Points Available</b>
Competitive Rate	40 Points
Contract Terms and Provisions	40 points
References and Financial Stability	20 points
<b><i>TOTAL AVAILABLE POINTS</i></b>	100 points

**J. Final Selection**

Based on all information reviewed and presentations/interviews (if conducted), the City Manager or Executive staff shall establish the final ranking of the proposals.

- (1) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers.

**K. 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**

## **Services/Products**

- 1) Background and Scope of Work

**A. Services/Products**

**1) Background and Scope of Work**

The City of Waco (“City”) is located in Central Texas between Dallas and Austin. It employs approximately 1,500 active employees. The City’s benefits consist of the following programs for active employees:

**Active Employees**

<b>Benefit</b>	<b>Coverage Summary</b>
Short-Term Disability	Employee pays 100%
Long-Term Disability	Employee pays 0%

The City has provided direction for desired benefit offerings to its employees within this RFP. The City is open to reviewing benefits that are similar to current offerings as well as other options.

All Vendors are required to complete the 2019 Vendor Response Forms, “2019 LTD Vendor Response”, “2019 ST Vendor Response”, “2019 General Vendor Information”. A Digital Version of these documents can be obtained from the City of Waco website at <http://www.waco-texas.com/bids.asp>

**Other**

- 1. HOLMES MURPHY AND ASSOCIATES is the Consultant for the City. Any and all negotiations on behalf of the City, in conjunction with this RFP, will be performed exclusively by Holmes Murphy and Associates (Dallas Office), the City, and vendor. No servicing agent(s) are requested by the City at this time.**
- 2. PROPOSALS SHALL BE PROVIDED NET OF COMMISSIONS AND/OR CONSULTING FEES, AND WITH NO TAXES. ANY AND ALL CITY COSTS, IF ANY, MUST BE CLEARLY AND CONCISELY COMMUNICATED.**
- 3. The City of Waco plans to contract directly with all vendors that are selected to provide requested benefits effective October 1, 2019. The City of Waco is not requesting services from agents/brokers.**
- 4. The City of Waco shall seek to execute a multi-year arrangement with the vendor chosen to perform the services outlined in this RFP, if appropriate under the circumstances. A minimum of 3 years is required.**
- 5. Each vendor may clearly mark each page of the response that contains trade secrets or other confidential information, which the vendor believes should not be disclosed outside the City. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such information unless it is absolutely required to understand and evaluate your response. If such data and information**

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is submitted, you agree that the City shall not be liable for disclosure of such information if it:

- Is or becomes publicly available; or
  - Was known to the City without restriction at the time of receipt; or
  - Is disclosed inadvertently despite the exercise of the same degree of care as the City takes to preserve and safeguard its own proprietary information; or
  - Was independently developed by the City; or
  - Is obtained from a third party which has an unrestricted right to disclose the information.
6. RFP response must be accompanied by a completed *Authorized Signature Page*. This form must be fully completed and be manually signed. The person signing the Authorized Signature Page must have authority to bind his company in a contract.
  7. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal. The City is not liable for any costs incurred by any vendor in responding to this RFP.
  8. The City encourages full and open competition among vendors. The vendor guarantees that the information provided has been established without collusion with other eligible vendors or informed parties and without effort to preclude the City from ultimately negotiating the lowest possible competitive price.
  9. Any publicity with regard to this RFP, any proposal, future contract negotiations and/or subsequent services, whether in the form of brochures, releases or verbal announcements, may be made only with the express prior written consent of the City.
  10. The City assumes no responsibility for errors that may be contained in or for misinterpretations that might be inferred from this document. Every reasonable attempt has been made to ensure that the information contained within this RFP is correct, is current and properly sets forth the requirements of the City as has been determined to date. This RFP document describes the City's tentative plans and if any point is unclear, it is the vendor's responsibility to ascertain the facts and considerations to enable the vendor to properly respond to this RFP in a timely manner.
  11. To ensure that all vendors are fairly evaluated, it is important that your response to the RFP follow the prescribed format as indicated in this RFP. Failure to follow these requirements may result in the disqualification of your proposal.
  12. All materials submitted in response to the RFP become the property of the City upon delivery. These materials may be appended to any formal documentation that further defines or expands the contractual relationship between the City and the vendor. Any restrictions on the use of information contained within the proposal must be clearly stated in the proposal itself.

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- 13.** The City reserves the right to reject any and all proposals, whether solicited or unsolicited, or to negotiate separately with any source whatsoever in the manner deemed necessary to serve the best interest of the City. This right includes the type of contract to be awarded. The City reserves the right to waive information and minor irregularities in proposals received if deemed in the best interest of the City to do so. There exists no automatic right for a vendor to submit revisions to the original proposal; however, the City may, at its discretion, accept or reject any such revision. Although the City reserves the right to question a vendor concerning a proposal, the City may, at its sole discretion, award a contract without soliciting additional information or clarification from the respondents to this RFP.
- 14.** The City reserves the right to make an award in any way it deems advisable in its best interests. The City reserves the right to select the vendor(s) that the City, in its sole opinion, determines to best meet the overall needs of the City. At no time shall the City be considered to be under any obligation or commitment to any vendor until after a contract has been entered into.
- 15.** The winning vendor or vendors will be notified promptly after a recommendation has been reached. At no time will any vendor be allowed to review a competitor's proposal during the evaluation and award process.
- 16.** Vendors, including the incumbents, shall not contact City personnel regarding this RFP at any time during the selection process, except when directing written questions to the City's contact person, Tim Cubos.
- 17.** During the performance of this contract, the vendor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, gender, handicapping conditions, or national origin.
- 18.** The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Venue for any action shall lie exclusively in McLennan County, Texas. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

## **APPENDIX B**

# **Contract Requirements**

- (1) City of Waco General Terms and Conditions
- (2) Additional Terms for Services
- (3) Insurance & Indemnification Requirements
- (4) Sales Tax Information
- (5) HB1295 Information Sheet
- (6) 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 and Conditions for Commodities and Products

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

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

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

- (o) **Force Majeure:** In the event performance by Vendor of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Vendor shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.

Vendor shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Vendor and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.

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

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

1. Definitions:

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

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

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

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

**City of Waco Insurance & Indemnification Requirements**  
**Basic (11/02/2016)**

**Insurance Requirements:**

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, 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
Comprehensive General Liability Including: <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Independent Contractors</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Errors & Omissions	\$1,000,000 per claim
Cyber Liability <ul style="list-style-type: none"> <li>• Media Liability</li> <li>• Security and Privacy Liability</li> </ul>	\$1,000,000 Total limit

**Term of Policy:** The required insurance coverage must remain in effect for a two (2) year period following the expiration or completion of the contract with the City.

**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 hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the City allow a modification which results in the City incurring increased risk.



## **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.

Contractors with Multiple Projects. Contractors who have multiple projects with the City will provide the general liability aggregate in a project form with the name and/or location of the project listed in the comments section of the certificate of insurance.

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 original 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 shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation and Employers' Liability, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as Additional Insureds on the policy. No officer or employee, other than the City Risk Manager, 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 an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Manager 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 fax or email, please contact the Risk Manager at 254-750-8061 to obtain the fax number or 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. Workers' compensation and employers' 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. THE CONTRACTOR AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES.**

**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.

## **APPENDIX C**

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

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



**Submission of Bid/Proposal and Acknowledgment of Addenda**

**RFB/P No. 2019-\_\_\_\_\_ issued by City of Waco, Texas**

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

**DECLARATION OF INTENT**

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**



### Business Entity Identification

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

Full Legal Name of Business Entity: \_\_\_\_\_  
 Doing Business As (assumed name): \_\_\_\_\_  
 Main Contact Person: \_\_\_\_\_  
 Registered Office Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Business Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 DUNS Number: \_\_\_\_\_

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

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

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

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

Publicly traded company  No  Yes – where traded: \_\_\_\_\_

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

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

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

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

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

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

**ESTABLISHING AUTHORITY TO EXECUTE CONTRACT**

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

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

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

**CERTIFICATION REGARDING ATTACHED DOCUMENT**

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

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

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

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

**Attach document to this form**

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

**RESOLUTION FOR CORPORATION**

BE IT RESOLVED by the Board of Directors of \_\_\_\_\_

\_\_\_\_\_ that  
(Name of Corporation)

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

with the City of Waco to complete/construct \_\_\_\_\_

\_\_\_\_\_  
(Name of Project, Project No.)

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

\_\_\_\_\_  
(Corporate Seal) Corporate Name  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

**CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

(seal)

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

My Commission Expires:

\_\_\_\_\_





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

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

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

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 4. Whether or not a conflict exists determines the other information to include on the form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3: Complete by listing the name of the City of Waco officer with whom there is an affiliation to or business relationship and check the “Yes” or “No” box in Section 3 A, B, or C. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

- 3.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
- 3.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.
- 3.C: State whether the filer is employed by a corporation or other business entity with which the City officer serves as an officer or director or holds an ownership interest of 1% or more.
- 3.D: Describe each employment or business relationship with the local government officer named on the form.

Section 4. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

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

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

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

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3  Name of local government officer about whom the information in this section is being disclosed.

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

Complete A-C if a conflict exist

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Identify and describe the relationship, if applicable

4

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

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

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

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



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

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

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

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

- A corporation       A partnership       A sole proprietorship or an individual  
 Other (specify): \_\_\_\_\_

**Check all applicable boxes.**

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

- NO -- there is no such relationship between Entity/Business/Person and the City of Waco.  
 YES, a person who is a/an     owner,  principal, or  manager of this entity/business/person

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

- related to by blood or marriage\*    and/or     a member of the same household as  
and / or     financially dependent upon\*\*    and/or     financially supporting\*\*  
to a City of Waco     City Council member,     officer    or     employee.

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

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

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

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

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

- NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).  
 YES, a person is **(Check all applicable boxes)**

- (a) a current City of Waco     City Council member,     officer or     employee ,  
(b) **and** is an  owner,    a  principal, or    a  manager    of the entity/business/person listed in #1,  
**or**     an employee or     an independent contractor    of the entity/business/person listed in #1.

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

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

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

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



**CITY OF WACO**

**LITIGATION DISCLOSURE**

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

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

Yes       No

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

Yes       No

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

Yes       No

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



**CITY OF WACO  
Purchasing Services  
Minority/Women Owned Business Certification**

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

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

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

\_\_\_\_\_ YES                  \_\_\_\_\_NO

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

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

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

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

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

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

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

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





Completion of this Certification is required if federal funds will be used in the project

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

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Completion of this Certification is required if federal funds will be used in the project



**Purchasing Department**

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

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

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

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

RFB/RFP #: \_\_\_\_\_

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

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

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

---

Company

---

Name and Title of Authorized Representative

---

Signature

---

Date



# NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

§

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

Signature:

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

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

Company: \_\_\_\_\_

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

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_

A.D., 20\_\_\_\_\_.

(Seal)

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



**RESIDENT CERTIFICATION**

**Texas Government Code - Chapter 2252 “Contracts With Governmental Entity”  
Subchapter A. Nonresident Proposers**

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) “Government contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) “Governmental entity” means . . . .a municipality, county, public school district, or special-purpose district or authority;
- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**As used on this form, the term “bidder” includes a person or business entity responding to a request for bids or competitive sealed proposal or request for qualifications.**

I certify that as defined in Texas Government Code, Chapter 2252 that:

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

Yes, I am a Texas Resident Bidder \_\_\_\_\_ No, I am not a \_\_\_\_\_ Resident Bidder

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_



**Texas Public Information Act  
Steps To Assert Information Confidential or Proprietary**

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

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

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

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

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

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

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

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

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

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

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

## DRUG-FREE WORK PLACE ACT CERTIFICATION

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

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

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

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

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

**SIGNED BY:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Print Or Type Name And Title:** \_\_\_\_\_

RFP 2019-015 -- Disability Insurance