REQUEST FOR QUALIFICATIONS

RFQ 2026-019
Flat Creek Reuse Project Phase 1A

Issue Date: October 2, 2026

Questions due: October 30, 2026, 5:00 P.M. CT

Closing Date & Time: December 1, 2026, 2:00 P.M. CT

Opening Date & Time: December 1, 2026, 2:01 P.M. CT

For Information Contact:

Melanie Wade, Purchasing Agent, 254-750-8098, or melaniew@wacotx.gov

RFQ Opening Location:

Purchasing Services Office, 1415 N. 4th Street, Waco, Texas
via Zoom Video Conferencing Only (Please see Page 3)

Zoom & Dial-In Information:

Please see Page 3

Purchasing Services Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
waco-texas.com

EUNA / BONFIRE ELECTRONIC BIDDING

The City of Waco is transitioning to Electronic Bidding, Proposals and Qualification (RFB/RFP & RFQ) submissions. These requests will be managed through the new City's database system, EUNA / Bonfire.

We ask vendors to register with EUNA / Bonfire to access and respond to any advertisement for bids and services required by the City. Registration is secure and user friendly. Vendors can register at the link below. Once registered, vendors will be able to:

- Register with the City of Waco.
- Receive notifications for bids and services requests from the City.
- Stay updated on changes, addendums, open solicitations.
- Submit bids and proposals electronically.
- Vendors can inquire about the details and requirements of various bidding opportunities.

The City will still accept bids and proposals by mail or drop off. Notifications of changes, addendums and updates will also be available on the City's website as well as other media outlets the City uses for solicitations.

The City appreciates your participation. If you have questions during the electronic bid/proposal process, please contact the issuing buyer, whose contact information can be found in the solicitation document. You can also contact EUNA / Bonfire with registration or customer support issues.

Website links to assist you: waco-texas.bonfirehub.com/login





ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	RFQ 2026-019
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	A pre-qualification submittal meeting is not scheduled.

BID/ PROPOSAL OPENING	
BID NUMBER:	RFQ 2026-019
DATE:	12/01/26
TIME: CENTRAL	2:00 P.M. (CT)
QUICK LINK:	https://wacotx.zoomgov.com/j/1654756398?
MEETING ID:	165 475 6398
DIAL IN NUMBER:	1 646 828 7666
PASS CODE:	037281
ADDITONAL INFORMATION:	Via Zoom video or dial-in.

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RFQ No. 2026-019
Flat Creek Reuse Project Phase 1A

Please Register for Notification

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: melaniew@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: waco-texas.com/bids

City of Waco Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
waco-texas.com

I. SCHEDULE FOR SOLICITATION

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

• **Issuance of the RFQ**		**October 2, 2026**
• **Question deadline 5:00 P.M.**		**October 30, 2026**
• **Statement of Qualifications (SOQs), 2:00 P.M. CT**		**December 1, 2026**
• **Opening of SOQ Submittals 2:01 P.M.**	*Via Zoom*	**December 1, 2026**
• **Notify submitters of award recommendation**		**January, 2027**

Tentatively, the final selection decision will be made, and submitters will be notified of an award recommendation January 2027. This schedule is subject to change by the City.

II. CONTACT WITH CITY OF WACO

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

Email: melaniew@wacotx.gov **Telephone: (254) 750-8098** **Fax: (254) 750-8063**

Questions concerning the solicitation can be submitted through the City of Waco's e-Procurement portal at waco-texas.bonfirehub.com/login (preferred) or by email to the contact person listed above.

Official Address (if needed) - City of Waco Purchasing Services
Attn: Melanie Wade, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

Contact 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 also be made available through the City of Waco's Bonfire portal at waco-texas.bonfirehub.com/login or the City of Waco Website at waco-texas.com/bids. Interested professional service providers are encouraged to return the Register Interest form on the previous page.

III. DEFINITIONS

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

(1) "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) "Contract documents" include the RFQ and all of the Appendices attached to the RFQ.

(4) "Day" means a calendar day unless otherwise specified defined.

(5) "Project" means subject matter for which professional services are sought.

(6) "Project Review Committee" means a committee established by the City to review the qualifications. The Committee may be composed of City of Waco staff, City Councilmembers, or their designees, or other individuals selected to serve on the committee by the City.

(7) "RFQ" means and refers to this Request for Qualifications.

(8) "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the professional services requested in this solicitation.

(9) "Selected submittal" means and refers to the Statement of Qualifications submitted by the Selected Firm.

(10) "Solicitation" means an RFQ issued by the City Waco seeking services described in the document.

(11) "SOQ" means Statement of Qualifications.

(12) "Submission" or "Submittal" refers to a response to the RFQ which is a Statement of Qualifications of the submitter.

(13) "Submitter" means a firm submits a Statement of Qualifications in response to this RFQ.

IV. REQUESTED SERVICES/PRODUCTS

A. Professional Services Requested

(1) The City of Waco has issued this Request for Qualifications to select a consulting engineering firm to perform engineering, design and oversee construction and construction services to meet Federal, State and Municipal standards for a water pump station and 2 MG ground storage tank and chlorine contact basin restoration.

(2) Detailed scope of services are attached as Appendix A.

(3) The selected Engineering firm will need to complete the design work within 12 months of the contract, and the construction phase services will need to be completed within 18 months subsequently.

(4) Background - The City of Waco is going to introduce reuse water as an alternative source of water into the industrial part of town, as an alternative for manufacturers in area to utilize into their processes. The selected engineer will need to be competent with water storage tanks (ground and elevated) as well as water pump station design

B. Terms Conditions & Requirements

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

C. Reservations by City:

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

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

(a) Waive any defect, irregularity, or informality in any submittal or procedure.

(b) Extend the solicitation closing time and date.

(c) Reissue this solicitation in a different form or context.

(d) Procure any item by other allowable means.

(e) Waive minor deviations from 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.

V. STATEMENT OF QUALIFICATIONS (SOQ)

A. Submission of Information:

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

B. Submitter Review of RFQ:

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

C. Encouraging Competition:

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

D. Submission Contents:

Qualified firms should submit their qualifications through the City of Waco's e-Procurement portal at waco-texas.bonfirehub.com/login. Paper/ Physical submissions will still be accepted but must include one (1) electronic copy (CD or Flash Drive) and (1) original and four (4) copies of their statements of qualifications on 8 ½ x 11 paper. These must be received by the date set out above in the Schedule of Solicitation for a submitting firm to be considered:

(1) **Title Page:** Title page showing the RFQ subject, the RFQ number, the firm's name; the name, address and telephone number of the contact person, and the date of the SOQ.

(2) **Table of Contents**

(3) **Transmittal Letter:** A signed letter of transmittal briefly stating the submitter's understanding of the work to be done and a statement as to why the firm believes it to be the best qualified to perform the engagement**.**

(4) **Detailed SOQ:** The detailed SOQ should follow the order set out as follows:

(a) **General Requirements:** The purpose of the SOQ is to demonstrate the qualifications, competence, and capacity of the firm to undertake this project. It must also specify a project approach that will meet the requirements in the RFQ.

(b) **License to Practice in the State of Texas:** An affirmative statement should be included that the firm and all assigned professional staff are properly licensed or registered to practice in the state of Texas.

(c) **Firm Qualifications and Experience:** The submitter should state the size of the firm, the location of the office from which the work on this project is to be performed, the number and nature of the professional staff to be employed in this project on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

(d) **Joint Venture or Consortium:** If the submitter is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.

(e) **Partner, Supervisory and Staff Qualifications and Experience:** Identify the principal supervisory and management staff, including partners, managers, other supervisors, and specialists, who would be assigned to the project. If required, indicate whether each such person is registered or licensed to practice in Texas. Provide information on the experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this project.

(f) **Consultants and Firm Specialists:** Consultants and firm specialists specifically proposed to work on the Flat Creek Reuse Project in response to this request for qualifications can only be changed with the express prior written permission of the City of Waco, which retains the right to approve or reject replacements. Partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. Other project personnel may be changed at the discretion of the submitter provided that replacements have substantially the same or better qualifications or experience.

(g) **Organizational Chart:** Attach a one-page copy of your business organizational chart for the portion of your business that will be involved with this project, complete with names and titles. On the chart, indicate the people who will be involved in this project.

(h) **Business Operation:** If the submitter has operated under any other names within the last ten (10) years, provide those names.

(i) **Ownership Changes:** If submitter anticipates any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months, provide a description of what is anticipated and how that could impact work on this project if awarded the contract.

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

(a) **Experience with Similar Projects:** For the firm's office that will be assigned responsibility for the project, list the most significant projects (maximum - 5) performed in the last five years that are similar to the project described in this request for qualifications. These projects should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, the original estimate and final cost, whether or not the work was completed within the time constraints, and the name and telephone number of the principal client contact.

(b) **Primacy Agency Experience:** The SOQ should list the firm’s experience working with the following government agencies as it pertains to Pump Station and water storage and Permitting:

- Federal Emergency Management Agency (FEMA)
- United States Army Corps of Engineers (USACE)
- Texas Commission on Environmental Quality (TCEQ)
- Texas Water Development Board (TWDB)
- Environmental Protection Agency (EPA)

(c) **Project Approach / Work Plan:** The SOQ should set forth a work plan, including an explanation of the project methodology to be followed, to perform the required services. The work plan should include at a minimum; itemized tasks, resource requirements, specialized skills needed, special considerations, and possible challenges in completing the project. You should also identify the extent to which City of Waco staff will be involved in the project.

(d) **Identification of Anticipated Potential Project Problems:** The proposal should identify and describe any anticipated potential project problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Waco.

(e) **Project Schedule:** A project schedule should be a part of the SOQ. This schedule should, at a minimum, indicate the amount of time in weeks that each phase and/or activity identified in Appendix A will take to complete. This information should be presented so the Review Committees can see how activities relate to each other as far as timing goes and also how long the project is expected to take, from contract execution to completion.

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

E. No Price Information

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

F. Completeness of Submission:

(1) Submitters are responsible for examining and being familiar with all instructions and terms and conditions of this solicitation, and the submitter’s response.

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

G. Response Date and Location

Responses to this solicitation must be received by 2:00pm (Central Time) on December 1, 2026. The City prefers that vendors use the e-Procurement portal at waco-texas.bonfirehub.com/login , paper submissions will still be received at the address listed below **via Delivery Services or Personal Delivery** to:

Attn: Melanie Wade, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

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

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

RFQ 2026-019
Flat Creek Reuse Project Phase 1A
Closing: 2:00pm (Central Time) on December 1, 2026

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

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

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

H. Modifications to or Withdrawal of Submission:

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

(1) Submit a written notice of the modification.

(2) The written modification may be submitted by electronic transmission (email) or personal delivery to the Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.

A submission may also be withdrawn (Euna Procurement vendors can withdrawal their own submission) by providing the notice in person by a representative of the submitter who can provide proof of his/her authority to act for the submitter. The representative will be required to execute a receipt reflecting the submission is being withdrawn.

I. Authorized Signature:

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

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

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

K. Agreement; Exceptions:

(1) Submission of an SOQ indicates the submitter agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFQ.

(2) Exceptions presented in an SOQ are not to be considered incorporated into the contract between the City and the selected submitter unless and until the City agrees to accept such exceptions.

(3) The selected submitter must acknowledge and agree that the contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the submittal provided in response to this RFQ (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the City and the selected submitter.

(4) No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting contract.

L. Cost to Develop Submission:

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

VI. EVALUATION OF SUBMITTALS & AWARD OF CONTRACT

A. General Procedure:

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

B. Evaluation Criteria:

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

(1) **Mandatory Elements:**

(a) The firm is licensed or registered to practice in the State of Texas (if the professional services involved require licensing or registration).

(b) The firm has no conflict of interest with regard to any other work performed by the firm for the City of Waco.

(c) The firm adheres to the instructions in this RFQ on preparing and submitting the SOQ, including submission of forms in Appendix C.

(2) **Technical Quality : (Maximum Points - 100)**

(a) **Firm's Expertise and Experience:** (Maximum Points – 50)

1. Demonstrated experience of the firm based upon previous work similar to that of the type considered.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation. Percent of time that will be spent on this project by key personnel (on a monthly basis).
3. Commitment to schedule and redundancy in staffing to ensure deadlines are met.

(b) **Project Approach** (Adequacy of project methodology): (Maximum Points - 40)

1. Quality of the proposed work plan, including method and staff resources planned.
2. Identification of anticipated potential project problems.
3. Project Schedule.

(c) **Conformance with RFQ requirements:** (Maximum Points - 10)

1. This includes, but is not limited to, whether forms listed herein were executed and returned as requested.

C. Final Selection:

(1) The scoring of the SOQs by the Project Review Committee will be presented to the Director of Infrastructure Services, who will determine whether to schedule oral interviews with the top-rated firms.
(2) Based on all information and review, including oral interviews (if conducted), the Director of Infrastructure Services shall establish the final ranking of the firms.
(3) The City shall then seek to negotiate a contract with the firm ranked first. If an agreement cannot be reached, efforts to negotiate a contract will then proceed with the firm ranked second. This process will be followed until a satisfactory contract can be negotiated.

D. Contract Award and Execution:

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed $100,000.00. 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.

The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

APPENDIX A

Scope of Services

(1) Description of Services

(2) Additional Background, Information or Requirements

(3) Exhibits

Description of Services

Flat Creek Reuse Project – Waco Central Wastewater Treatment Plant
City of Waco, Texas

1. Project Overview

The City of Waco is seeking Statements of Qualifications from qualified consulting engineering firms or teams, licensed to practice engineering in the State of Texas, to provide professional services for the planning, design, and construction of improvements associated with the **Flat Creek Reuse Project** at the **Waco Central Wastewater Treatment Plant (WWTP)**.

The proposed improvements include, but are not limited to:

- A **concrete chlorine contact basin**
- A **low-head pump station**
- A **2-million-gallon (MG) ground storage tank (GST)**

The project will be designed and constructed in compliance with all applicable **Federal, State of Texas (TCEQ), and City of Waco standards**, and is **partially federally funded**, requiring adherence to all applicable federal regulations, procurement requirements, and design standards.

The City anticipates the project to be delivered in multiple phases, including:

1. Existing Facility Data Acquisition
2. Preliminary Engineering Report (PER)
3. City of Waco Review and Comment
4. Final Engineering Design
5. Construction Phase Services
6. Project Close-Out

The anticipated schedule for **Phases 1 through 4 is approximately 12 months**, with a **construction duration not to exceed 18 months**.

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2. General Requirements

The selected Consultant shall:

- Be licensed and in good standing with the **Texas Board of Professional Engineers and Land Surveyors (TBPELS)**.
- Demonstrate experience with **wastewater reuse infrastructure**, pump stations, storage tanks, and chlorine contact systems.
- Demonstrate experience with **federally funded water/wastewater projects**, including compliance with applicable federal requirements such as:
    - Uniform Administrative Requirements (2 CFR Part 200)
    - Disadvantaged Business Enterprise (DBE) requirements
    - American Iron and Steel (AIS) requirements
    - Davis-Bacon and related labor standards
- Coordinate closely with City of Waco staff, plant operations personnel, and regulatory agencies throughout the project.

3. Phase 1 – Existing Facility Data Acquisition

The Consultant shall perform comprehensive data collection and site assessment activities necessary to support preliminary engineering and design, including:

3.1 Site Survey and Geospatial Data

- Perform a **boundary, topographic, and utility survey** of the project area.
- Locate and identify existing underground and aboveground utilities, structures, pipelines, and appurtenances.
- Establish horizontal and vertical control tied to City of Waco and/or accepted datum.

3.2 Existing Facility Evaluation

- Review and compile existing record drawings, GIS data, previous studies, and operational data.
- Evaluate hydraulic, structural, and operational constraints of the existing WWTP related to the reuse facilities.
- Identify potential conflicts with existing infrastructure and plant operations.

3.3 Regulatory and Permitting Review

- Identify applicable **TCEQ**, **EPA**, and federal permitting requirements.
- Evaluate reuse water quality requirements and regulatory compliance obligations.

4. Phase 2 – Preliminary Engineering Report (PER)

The Consultant shall prepare a Preliminary Engineering Report in accordance with TCEQ and applicable federal funding agency requirements. The PER shall include, at a minimum:

4.1 Alternatives Analysis

- Evaluate feasible alternatives for:
  - Chlorine contact basin configuration and sizing
  - Pump station layout, capacity, and redundancy
  - Ground storage tank siting and configuration
- Assess constructability, operational flexibility, lifecycle costs, and regulatory compliance.

4.2 Preliminary Design Criteria

- Establish design flows, storage volumes, detention times, and operational parameters.
- Identify applicable design standards and codes.

4.3 Cost Estimates and Schedule

- Prepare **Class 4 or better planning-level cost estimates** for each alternative.
- Develop a preliminary project schedule consistent with City expectations.

4.4 Recommended Alternative

- Provide a clear recommendation supported by technical, operational, and financial analysis.

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5. Phase 3 – City of Waco Review and Comment

The Consultant shall:

- Submit the PER to the City of Waco for review.
- Participate in review meetings and technical workshops as required.
- Address City comments and revise the PER accordingly.
- Assist the City in submitting the PER to regulatory or funding agencies, as required.

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6. Phase 4 – Final Engineering Design

The Consultant shall provide complete, biddable construction documents, including:

6.1 Engineering Design

- Final design of the chlorine contact basin, pump station, and ground storage tank.
- Structural, civil, mechanical, electrical, instrumentation, and control (I&C) design.
- Site grading, drainage, yard piping, access roads, and fencing.
- Integration with existing plant systems while maintaining uninterrupted operations.

6.2 Plans, Specifications, and Estimates (PS&E)

- Prepare detailed construction drawings and technical specifications compliant with:
  - TCEQ design criteria
  - Federal funding requirements
  - City of Waco standards
- Prepare an **Engineer's Opinion of Probable Construction Cost (OPCC)**.

6.3 Permitting and Approvals

- Prepare and submit applications and supporting documentation for:
  - TCEQ approvals
  - Environmental reviews
  - Other federal, state, or local permits as required

6.4 Bid Phase Support

- Assist the City during procurement, including:
  - Responding to bidder questions
  - Preparing addenda
  - Participating in pre-bid conferences
  - Assisting with bid evaluation

7. Phase 5 – Construction Phase Services

The Consultant shall provide construction administration and support services, including:

- Review and approval of shop drawings, submittals, and product data.
- Respond to Requests for Information (RFIs).
- Conduct periodic site visits to observe construction progress and conformance.
- Review and recommend approval of contractor pay applications.
- Assist with change order evaluation and negotiation.
- Coordinate testing, inspections, and startup activities.
- Provide support for compliance with federal labor, reporting, and documentation requirements.

8. Phase 6 – Project Close-Out

At project completion, the Consultant shall:

- Conduct final inspections and develop punch lists.
- Verify completion of corrective actions.
- Review and certify record drawings and as-built documentation.
- Assist with final regulatory approvals and certifications.
- Support project close-out documentation required by funding agencies.

9. Deliverables

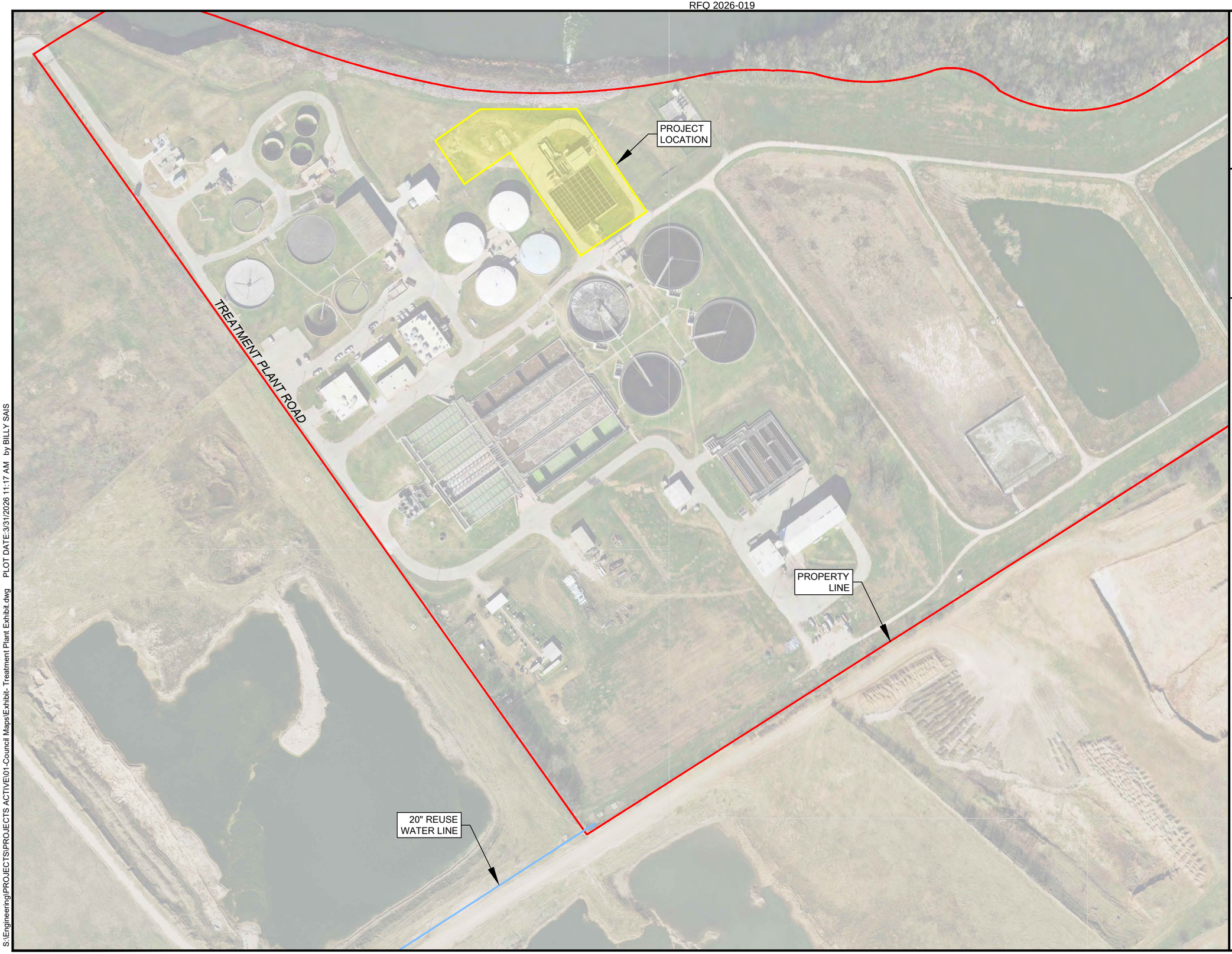
Deliverables shall include, but are not limited to:

- Survey and base mapping files
- Preliminary Engineering Report
- Design drawings and specifications
- Cost estimates and schedules
- Permitting documentation
- Construction administration records
- Record drawings and close-out documents

10. Schedule Expectations

- **Phases 1–4 (Data Acquisition through Design):** Approximately **12 months**
- **Construction Duration:** Not to exceed **18 months**

This Scope of Services defines the minimum expectations for professional services associated with the Flat Creek Reuse Project and may be refined by the City of Waco during contract negotiations with the selected Consultant.



CITY OF WACO
INFRASTRUCTURE SERVICES

WMARSS WASTEWATER TREATMENT PLANT

CHLORINE CONTACT BASIN & REUSE WATER TANK RELOCATION

LEGEND:

- CHLORINE CONTACT BASIN & REUSE WATER TANK RELOCATION
- PROPERTY/ BOUNDARY LINE
- 20" REUSE WATER LINE

N

100 0 100 200 FT

SHEET SIZE: 11x17

S:\Engineering\PROJECTS\PROJECTS ACTIVE\01-Council Maps\Exhibit- Treatment Plant Exhibit.dwg PLOT DATE:3/31/2026 11:17 AM by BILLY SAIS

APPENDIX B

Contract Requirements

Please be advised:
The City of Waco mandates that the successful bidder submit the following documents before the official contract is awarded.

(1) City of Waco General Terms and Conditions
(2) Additional Terms for Services
(3) Insurance & Indemnification Requirements
(4) Sales Tax Information
(5) House Bill 89 Energy Form
(6) House Bill 89 Firearms Form
(7) House Bill 89 Israel Form
(8) House Bill 1295 Information Sheet
(9) Foreign Terrorist Organization Form
(10) Protest Procedure
(11) Registration with the Texas Secretary of State
(12) W-9 Taxpayer Identification Form

General Waco Terms and Conditions

(a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.

(b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.

(c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.

(d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.

(e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.

(f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.

(g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.

(h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

(i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).

(j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

(k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.

(l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.

(m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

(n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.

(o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.

(p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

(q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.

(r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

(s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

(t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.

(u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

(v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:

1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

(w) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Additional Terms for Services

(a) **Permits and Fees:** All permitting fees from the City will be waived on construction projects. The contractor will still need to apply for all applicable permits. However, there will be no cost associated with the issuance of City permits.

(b) **Time of Completion and Liquidated Damages:** Completing this Project in a timely manner is very important to the City of Waco. The submitter must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the time stated in the contract documents. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Submitter to perform the service, should submitter fail to complete the project within the calendar days specified in the contract, Submitter agrees to pay to City, or have withheld from monies due it, the amount stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance . Any sums due and payable hereunder by the Submitter shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of a contract for this Project shall constitute agreement by the City and Submitter that said amount is the minimum value of the costs and actual damage caused by the failure of the Submitter to complete the Project within the allotted time. A sum due as liquidated damages may be deducted from payments due the Contractor if such delay occurs. Adjustments to the contract times can only be made as provided in the contract documents and any conditions or specifications referenced therein.

(c) **Conditions of Work:** While the City is issuing a solicitation including specifications, each Submitter is still responsible for examining all the issued documents, attending any pre-bid conference, making a site visit, and taking whatever steps are necessary to inform itself of the conditions relating to the project and the employment of labor thereon. Each Submitter must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Submitter awarded this contract of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Selected Firm, in carrying out the Project, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

(d) **Employment Conditions/Requirements:** Submitters shall pay particular attention to the required employment conditions that must be observed and the minimum wage rates to be paid. If federal or state funds are involved in paying for the work, there may be additional requirements that must be followed to comply with the terms of the federal or state funding.

(e) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Selected Firm and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.

(f) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

(g) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this solicitation, the Selected Firm shall present invoices to the City in the following form and content:

1. Each invoice must reference the City of Waco contract, agreement or Purchase Order number.
2. Only one contract, agreement, or project shall be billed on a particular invoice.
3. Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted; and
4. Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project.

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

(h) Termination of Contract: Except as provided elsewhere m the contract documents:

1. The City may terminate the contract for cause for Selected Firm's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, the City may

exclude the Selected Firm from the Project site and pursue any remedies available to the City.

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

(i) Federal Contract Requirements:

1. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry our applicable requirements to 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

2. The contractor acknowledges to and for the benefit of the _____("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel , manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the contractor pursuant to this Agreement. The contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority that:

- The contractor has reviewed and understands the Build America, Buy America Requirements
- All of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved
- The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner of the Funding Authority

3. Notwithstanding any other provision of this agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment of loss of funding, whether in whole or part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the contractor has no direct contractual privity with the Funding Authority, as a lender or awadee to the Owner for the funding of its project, the Owner and Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of the agreement necessary to give

this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

4. The contractor acknowledges to and for the benefit of the _____("Owner") and the _____(the "Funding Authority") that it understands the goods and services under this agreement are being funded with monies and have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the contractor pursuant to this agreement. The contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Authority that:

- The contractor has reviewed and understands the American Iron and Steel Requirement
- All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved
- The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the Funding Authority

5. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the contractor shall permit the Owner or Funding Authority to recover as damages against the contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority for any damages owed to the Funding Authority by the Owner). If the contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this agreement necessary to give this paragraph for or effect) shall be amended or waived without the prior written consent of the Funding Authority.

City of Waco Insurance & Indemnification Requirements
Professional Services – Engineer or Architect (03/22/2018)

Insurance Requirements:

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

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	$1,000,000/$1,000,000/$1,000,000
Commercial General Liability Including: • Premises/Operations • Independent Engineers *(engineers only)* • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability	$1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	$1,000,000

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

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

Proof of Insurance Required and When to Submit:

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

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

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

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

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

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

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

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may

occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

INDEMNIFICATION.

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

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

TEXAS SALES TAX EXEMPTION INFORMATION

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

Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Waco. The form is available on the Texas Comptroller website at:

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

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

(1) List itself (the contractor) as the purchaser and complete required information;
(2) Fill in the name and required information about the seller;
(3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco – might include statement that purchase is related to contract with City of Waco, Texas, for Project {description, e.g., New Street sewer lien project};
(4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Waco is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Waco will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01-339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: http://www.window.state.tx.us/taxinfo/sales/
In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:
http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm

Rules related to sales tax in the Texas Administrative Code can be found at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y

01-339 Front

(Rev.4-13/8)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone *(Area code and number)*
Address *(Street & number, P.O. Box or Route number)*	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number *(must contain 11 digits)*	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico *(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)*	

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

Seller:_____

Street address: _____

City,_____State,_____ZIP code:_____

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

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

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

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

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

Purchaser	Title	Date

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

01-339 (Back)
(Rev.4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

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

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

Seller:_____

Street address:_____City,_____State,_____ ZIP_____code:_____

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

Purchaser claims this exemption for the following reason:

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

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

sign here ▶ Purchaser	Title	Date

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

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

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

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2276.001-002

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

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and

2. Company will not boycott energy companies during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

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

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

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

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2276.001-002

By signing below, Contractor hereby verifies that Section 2276.001-002 does not apply to this contract due to the following (check all that apply):

☐ Contractor is a sole proprietor; or

☐ Contractor has less than 10 full-time employees; or

☐ Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

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

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

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

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

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

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

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

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

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

(B) does not include:

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

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

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

by a regulatory agency; or

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

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

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

(6) "Firearm entity" means:

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

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

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

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

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

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

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

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

☐ Contractor is a sole proprietor; or

☐ Contractor has less than 10 full-time employees; or

☐ Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

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

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

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

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

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

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

☐ Contractor is a sole proprietor; or

☐ Contractor has less than 10 full-time employees; or

☐ Contract value is for less than $100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

INFORMATION ABOUT FORM 1295 DISCLOSURE

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

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

(1) enters into a contract which must be approved by the Waco City Council

(2) for services, goods or other property

(3) to be used by the City of Waco

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

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

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

Filing Process:

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: https://prd.tecprd.ethicsefile.com/File/

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

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2252

By signing below, Contractor acknowledges that effective September 1, 2017, the City is required to comply with Section 2252.151, Subchapter F of the Texas Government Code, enacted by Senate Bill 252 (85th Texas Legislature). The Code requires the Texas Comptroller to prepare and maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Further, the law prevents a governmental entity from entering into a contract with a company that is identified on the list prepared and maintained by the Texas Comptroller. By executing this Agreement, Contractor certifies that it is not a company identified on the Texas Comptroller's list as a company engaged in business with Iran, Sudan, or foreign terrorist organization, and notwithstanding anything contained herein, the representations and covenants contained in Texas Government Code Section 2252.152 shall survive termination of this agreement until the statute of limitations has run.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

PROCEDURE TO PROTEST AWARD RECOMMENDATION

A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.

B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707,** or by certified mail, return receipt requested, to the following address:

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

C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.

D. The written protest must include the following information before it may be considered:

1. Name, mailing address, and business phone number of the protesting party;
2. Identification of the RFB being protested;
3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
4. Any documentation or other evidence supporting the protest.

E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.

F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.

G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.

H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.

I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

Registration with the Texas Secretary of State

The Legal Department of the City of Waco requires that the successful bidder be registered with the Texas Secretary of State to conduct business with the City of Waco for projects or services exceeding $99,999.99.

The registered information should align with the Business Identification form located in Appendix C and all business entity documents included in your submission.

To register, please visit the Texas Secretary of State website at:
https://www.sos.state.tx.us/corp/forms_boc.shtml

Yon can also call, or email for assistance:

- Phone: (512) 463-5555
- Corpinfo@sos.texas.gov

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

APPENDIX C

Forms to Complete and Return

(1) Submission of 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) HUB Business Certification
(6) Litigation Disclosure
(7) Certification Regarding Debarment
(8) Non-collusion Affidavit
(9) Texas Public Information Act
(10) Drug Free Workplace

SUBMISSION OF QUALIFICATIONS AND ACKNOWLEDGMENT OF ADDENDA RFQ 2026-019

ISSUED BY CITY OF WACO, TX

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

DECLARATION OF INTENT

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

☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.

☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.

or

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

Submitter further acknowledges receipt of the following addenda:

Addendum No____issued _____

Addendum No____issued _____

Addendum No____issued _____

Addendum No____issued _____

Addendum No____issued _____

Addendum No____issued _____

Date: _____

Proposal of (entity name) _____

Signature of Person Authorized
to Sign Submission: _____

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

PLEASE SIGN AND RETURN WITH BID

BUSINESS ENTITY IDENTIFICATION

Prior to completing this form, please verify that your business entity is registered with the Texas Secretary of State.

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:			
City, State:		Zip:	
Business Phone:		Fax #	
Email Address:			
UEI 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

Publicly traded company ☐ No ☐ Yes – where traded: _____

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

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

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

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

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

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

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

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

CERTIFICATION REGARDING ATTACHED DOCUMENT

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

SIGNED this _____ day of _____, 20_____

_____
(Signature)

_____
Print Name

Attach document to this form

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

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of _____

_____ 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 Name

(Corporate Seal) 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)

_____
(Email Address)

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

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

Name of Business Entity: _____

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

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

Name: _____

Title: _____

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

_____
Signature

_____
Print Name

_____
Print Title

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF _____ A.D. , 20_____.

(seal)

_____
Notary Public

My Commission Expires:

_____

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

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

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

Who is a vendor?
The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.
If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

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

When does a conflict requiring disclosure exist? What has to be revealed?
A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:

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

What family relationships create a conflict?
A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.
"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at:

https://statutes.capitol.texas.gov/docs/lg/htm/lg.176.htm

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

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

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

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

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

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

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

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

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

☐ A corporation ☐ A partnership ☐ A sole proprietorship or an individual

☐ Other (specify): _____

Check all applicable boxes.

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

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

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

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

☐ related to by blood or marriage* and/or ☐ a member of the same household as

and/or ☐ financially dependent upon** and/or ☐ financially supporting**

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

Signature:_____ Phone #:_____ Date: _____

Print Name:_____ Print Title: _____

CITY OF WACO
PURCHASING
HUB 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 Historically Underutilized Business status of each vendor on the City vendor list.

Definition: A Historically Underutilized Business 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. Those included in this program as socially and economically disadvantaged individuals are Service-Disabled Veterans.

Bidder Certification: Bidder declares a Service-Disabled Veteran owned business status:

☐ **YES** ☐ **NO**

HUB Certified: ☐ **YES** ☐ **NO**

COMPANY NAME:_____

AUTHORIZED SIGNATURE: _____

TITLE:_____

DATE:_____

LITIGATION DISCLOSURE

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

INSTRUCTIONS FOR CERTIFICATION REGARDING

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) 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/ SUBRECIPENT) 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/SUBRECIPENT) 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/SUBRECIPENT) 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/SUBRECIPENT) 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/SUBRECIPENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Purchasing Services
PO Box 2570
Waco, Texas 76702-2570

T: (254) 750 8060
F: (254) 750 8063
waco-texas.com

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Project Name: _____

Location: _____

RFB/RFP #: _____

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

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

(1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPENT) 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/SUBRECIPENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Company

_____
Name and Title of Authorized Representative

_____
Signature Date

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF_____§

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

THE STATE OF _____

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this_____day of _____ A.D., 20___.

_____
(Seal) Notary Public Signature

TEXAS PUBLIC INFORMATION ACT
Steps To Assert Information Confidential or Proprietary

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

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

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

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

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

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

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

_____

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

Vendor/Proposer Submitting: _____

Signature:_____Date: _____

Print Name:_____Print Title: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/BID

DRUG-FREE WORKPLACE ACT CERTIFICATION

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

2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____ Zip Code: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____