



City of Waco, Texas

**Request for Bid**  
**RFB No. 2021-037**  
**Official City Organ and Newspaper**  
**Advertising**

**Issue Date: Tuesday, July 20, 2021**

**Closing Date & Time: Thursday, August 12, 2021 at 2:00 PM (CT)**

**Opening Date & Time: Thursday, August 12, 2021 at 2:01 PM (CT)**

RFB Opening Location: Purchasing Services Office, 1415 N. 4<sup>th</sup> Street, Waco, Texas  
Via Video Conferencing and Telecom Dial-In

For Information Contact: **Paul Campos, Purchasing Agent**

Email: [pcampos@wacotx.gov](mailto:pcampos@wacotx.gov)

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

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## City of Waco, Texas

**RFB No. 2021-037**

### **For Official City Organ and Newspaper Advertising**

#### **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: Paul Campos, Email: [pcampos@wacotx.gov](mailto:pcampos@wacotx.gov)

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

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

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

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

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

\_\_\_\_\_

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

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

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

## I. Preliminary Schedule for Solicitation

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

**Issuance of the RFB**  
**Deadline for questions is 5:00 PM CST**  
**Bids due by 2:00 PM CST**

**Tuesday, July 20, 2021**  
**Thursday, August 5, 2021**  
**Thursday, August 12, 2021**

Tentatively, the final selection decision will be made and bidders will be notified of award by **August 20, 2021**. This schedule is subject to change by the City.

## II. Contact with City of Waco

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

Email: [pcampos@wacotx.gov](mailto:pcampos@wacotx.gov) Telephone: (254) 750-8062 Fax: (254) 750-8063

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

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

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

### **III. Definitions**

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

- (1) “City” means and refers to the City of Waco, Texas, and/or its City Council.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a corporation, company, sole proprietor, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Bid” or “Submission” refers to a response submitted to an RFB.
- (4) “RFB” means and refers to a Request For Bid that will be awarded based on lowest responsible bid or best value to City of Waco.
- (5) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (6) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (7) “Solicitation” means an RFB issued by the City Waco seeking products or services described in the document.
- (8) “Submitter” or “Vendor” or “Bidder” or “Contractor” means a firm that submits a response to a solicitation.
- (9) “Contract documents” includes the RFB and all of the Appendices attached to the RFB.
- (10) “Day” means a calendar day unless otherwise specifically defined.

## **IV. REQUESTED SERVICES**

### **A. Scope of Services**

- (1) The City of Waco has issued this solicitation for a bidder who provides goods or services at the **best value** for a newspaper of general circulation in the City of Waco, Texas.
- (2) Detailed specifications are attached as Appendices.
- (3) A digital version of this document can be obtained from the City of Waco website at <http://www.waco-texas.com/bids.asp>.

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

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

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

After the City Council has awarded the winning bid, the winning bidder will execute an agreement for services related to the publication of notices, ordinances, other matters required by law to be published, and advertised in accordance with the specifications in this document. This agreement will commence on the first day of the following month of the City Council award and continue for a period of 12 months (365 CALENDAR DAYS). Pricing will be firm for the term of the agreement.

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

- (1) Furthermore, the City expressly reserves the right to:
  - (a) Waive any defect, irregularity, or informality in any submittal or procedure;
  - (b) Extend the solicitation closing time and date;
  - (c) Reissue this solicitation in a different form or context;
  - (d) Procure any item by other allowable means;
  - (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
  - (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.
  - (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

## **V. REQUEST FOR BIDS – SUBMISSION AND AWARD PROCEDURES**

### **E. Requirements**

- (1) Qualified vendors should submit one **(1) original and (2) copies and one (1) CD or Memory Stick** of the Pricing Forms for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.

**(2) Pricing Forms and Submission****(a) Pricing Forms.**

1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.
2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.
3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

**B. Completeness of Submission**

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

**C. Bid Response Date and Location**

Bids must be received at the office of Purchasing Services by 2:00 PM (Central Standard Time) on Thursday, August 12, 2021.

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

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

**If hand delivering, deposit in "Drop Box" located at the entry of The City of Waco Operations Center, 1415 N.4th St.**

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

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

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

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

**"RFB 2021-037, Official City Organ and Newspaper Advertising"**

**Attn: Paul Campos, Purchasing Agent**

**Bid Opening: 2:01 p.m. (Central Time) on Thursday, August 12, 2021**

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

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

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

#### **D. Modification to or Withdrawal of Submission**

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

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

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

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

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

#### **F. Vendor's Cost to Develop Submission**

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

#### **G. References**

The City reserves the right to request that a vendor provide references.



## H. Method of Award and Evaluation of Factors

(1) For this solicitation, the City will award the contract to the:

Lowest responsible bidder **Bidder who provides goods or services at the best value for the City.**

(2) Lowest Responsible Bidder:

- (a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.
- (b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds.

(3) Best Value:

(a) In determining best value for the City, the City may consider:

- 1. the purchase price;
- 2. the reputation of the bidder and of the bidder's goods or services;
- 3. the quality of the bidder's goods or services;
- 4. the extent to which the goods or services meet the municipality's needs;
- 5. the bidder's past relationship with the municipality;
- 6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- 7. the total long-term cost to the municipality to acquire the bidder's good or services; and
- 8. any relevant criteria specifically listed in the request for bids or proposals.

(b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offer or, at any time, to clarify, verify or request information with regard to any bid.

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

## I. Contract Award and Execution

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

# **Appendix A**

## **Services Bid Sheet**

**CITY OF WACO**  
**OFFICIAL BID SHEET**  
**BID INVITATION NO: RFB 2021-037**  
**Official City Organ and Newspaper Advertising**

**Due: August 12, 2021; 2:00 P.M CT**

NAME OF VENDOR: \_\_\_\_\_

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

NAME OF AUTHORIZED BIDDER: \_\_\_\_\_

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

- I. Refer to "Standard Instructions for all Bids" before completing Bid Sheet.
  - a. Price: quote your best price, F.O.B. Destination, on each item.
  - b. **Pricing for items 1.2.1 through 1.2.4 should be the exact price that would be charged for the exhibits provided.**
- II. In submitting this bid, I certify:
  - a. Items bid are in exact accordance with specifications, unless noted in bid.
  - b. That prices in this bid have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition.

**PRICING INFORMATION**

NOTE: Depending on unit prices, requirements and approved budgeted funds, quantities may be reduced or increased during the contract period.

Item No.	Description	Daily, Mon-Sat	Weekend
<b>1.0</b>	<b>OFFICIAL NEWSPAPER PRICING</b>	---	---
<b>1.1</b>	Legal Notices (price per column inch)	\$	\$
<b>1.2</b>	Total cost to publish samples in your standard print type per above quoted price per column inch. <b>Samples are provided in Exhibits A-D:</b>	---	---
<b>1.2.1</b>	<b>Exact Pricing</b> for Exhibit A, sample Bid notice	\$	\$
<b>1.2.2</b>	<b>Exact Pricing</b> for Exhibit B, sample Weed and Grass notice	\$	\$
<b>1.2.3</b>	<b>Exact Pricing</b> for Exhibit C, sample Ordinance notice	\$	\$
<b>1.2.4</b>	<b>Exact Pricing</b> for Exhibit D, sample Planning Commission notice	\$	\$
<b>1.3</b>	List any discount or reduced pricing for repeat advertisements	\$	\$
<b>1.4</b>	Publication Dates		
<b>1.5</b>	Submission Deadline (AM or PM)		
<b>1.6</b>	State standard type size and column width legal notices will print		
<b>2.0</b>	<b>OTHER ADVERTISEMENT PRICING:</b> (per column inch) List the type and price of advertisements for non-legal sections of newspaper. <u>Note: This is a separate bid item from 1.0 "Official Organ".</u>	---	---

<b>2.1</b>	Classified/Employment Advertising	\$	\$
<b>2.2</b>	Publishing Dates		
<b>2.3</b>	Submission Deadline		
<b>2.4</b>	Discount for repeats		
<b>2.5</b>	Provide additional pricing sheets for display advertising for the various sizes offered.		
<b>2.6</b>	Additional Information: Include any other data, information, pricing sheets, or procedures that will assist the City of Waco in the evaluation, selection, and/or contract administration during this contract.		
<b>2.7</b>	Bidders are to include any additional information necessary to support submitted bid. This may include special ordering requirements/instructions, etc.		

**Early Payment Terms:**

- a) Bidder may offer an early payment discount by filling in the blanks in section b below. City may accept an early payment discount, but in doing so, City does not waive any of its rights under Texas Government Code Section 2251 (Prompt Payment Act).
- b) Payment is due thirty (30) DAYS after acceptance of order and receipt of an original invoice, but a \_\_\_\_\_ percent early payment discount is offered for full payment made within \_\_\_\_\_ ( ) DAYS after acceptance of order and receipt of an original invoice.

**COMPLETED FORM MUST BE RETURNED WITH BID**

# **Appendix B**

## **Contract Requirements**

**APPENDIX B. (1)**  
**General Waco Terms and Conditions**

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

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

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



## **APPENDIX B. (2)**

### **Additional Terms for Services**

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

- (e) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Selected Firm and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.
- (f) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- (g) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this solicitation, the Selected Firm shall present invoices to the City in the following form and content:
1. Each invoice must reference the City of Waco contract, agreement or Purchase Order number;
  2. Only one contract, agreement, or project shall be billed on a particular invoice;
  3. Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted; and
  4. Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project.
- The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.
- (h) **Termination of Contract:** Except as provided elsewhere in the contract documents:
1. The City may terminate the contract for cause for Selected Firm's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, the City may

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

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

**City of Waco Insurance & Indemnification Requirements**  
**Professional Services – Media**

**Insurance Requirements:**

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

<b>Type</b>	<b>Amount</b>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Products Liability/Completed Operations</li> <li>• Personal &amp; Advertising Injury</li> <li>• Broad form property damage, to include fire legal liability</li> </ul>	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> <li>a. Owned/leased vehicles (if any)</li> <li>b. Non-owned vehicles</li> <li>c. Hired vehicles</li> </ul>	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Media 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 three (3) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

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

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

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

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

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

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

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

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

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

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

**INDEMNIFICATION.**

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

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



## NOTICE OF HB 1295 DISCLOSURE

Beginning January 1, 2016, business entities entering into a contract which is approved by the Waco City Council for goods or services to be used by the City of Waco are required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website.

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 to the Texas Government Code. Beginning January 1, 2016, a business entity which:

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

is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **The disclosure requirement applies to a contract (including an amendment, extension or renewal) entered into on or after January 1, 2016.** Business entities required to comply include for-profit and non-profit entities.

The Texas Ethics Commission 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.

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

### **Filing Process:**

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

A business entity entering into a contract for goods or services with the City of Waco must use that website application to enter the required information on Form 1295 and then print a copy of the form. A certification of filing will be issued by the Commission containing a unique certification number established by the Commission. An authorized agent of the business entity must sign the printed copy of the Form and have the form notarized. The original executed and notarized Form 1295 (with certification of filing) must be filed with the City of Waco. 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. The City will retain the original of the notarized form.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			



**BID AND PROPOSAL PROTEST PROCEDURE**

Adopted October 12, 2004

1. Any actual or prospective bidder or proposer who believes they are injured as a result of a bid or proposal posted by the City of Waco may file a protest. Only written protests may be considered. A written protest includes a protest sent by email or facsimile to the purchasing services department of the city.
2. The protest must be in writing and delivered to the purchasing services department of the City of Waco. The protest may be delivered 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**
3. The department must receive the written protest within five (5) business days from the date of receipt of notification of city staff's bid award recommendation being submitted to the Waco City Council for award.
4. The written protest must include the following information before it may be considered by the city:
  - (a) name, mailing address, and business phone number of the protesting party;
  - (b) identification of the bid or proposal being protested;
  - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
  - (d) any documentation or other evidence supporting the protest.
5. The purchasing services department, in necessary conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the purchasing services director's option, 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.
6. If the purchasing services department 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.
7. A request for the city manager's review must be in writing and received by the purchasing services department within three (3) business days from the date the purchasing services department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the purchasing services department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
8. 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.
9. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the purchasing services department 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.**

# **Appendix C**

# **Specifications**

## 1. **REQUIREMENTS AND SPECIFICATIONS**

- a. The successful publication will be to the bidder who provides goods or services at the best value for a newspaper of general circulation in the City of Waco, Texas.
- b. The newspaper must have more than a minimal number of subscribers in the City of Waco.
- c. The newspaper must devote not less than 25% of its total column lineage to items of general interest to citizens of the City of Waco.
- d. The newspaper must be published at least once a week. Maximum unit operating Hours 2000.
- e. The newspaper must be a holder of Periodical mailing privileges in McLennan County.
- f. The bidder must guarantee that all typed print will be legible and properly formatted so that notice is considered correct and complete. [Reference 1.2 on the OFFICIAL BID SHEET]
- g. The bidder must agree to republish all incomplete or incorrect notices in their entirety at no charge to the City in the next publication.
- h. The bidder must be able to furnish within 24 hours of request an "Affidavit of Publication" certificate for each official notice that was published.
- i. The bidder must be able to deliver one copy of each issue, at no additional charge, including the Saturday and Sunday editions when applicable, to the City Secretary's Office of the City of Waco and the Purchasing Services office at 1415 N. 4<sup>th</sup> St. in order to verify the notices.
- j. In addition to publishing with the successful publication under the terms of the contract awarded, the City reserves the right to publish notices and other advertisements with other publications as the City desires.
- k. The bidder must be able to submit an invoice, within 30 days of publication, for the publication of notices with a clipping of the published notice and a certified statement of the publisher that includes the following information:
  1. States the rate charged;
  2. Certifies the dates of the publication; and
  3. Identifies the City account/department for each publication that requested the advertisement by description, name and City cost code.
- l. The bidder shall submit information that demonstrates that newspaper is generally distributed in the City of Waco, having a diverse subscribership/circulation, not limited to or excluding one geographic area of the City. Said information shall include but is not limited to the following: Paid and non-paid circulation/subscription numbers by Zip Code; **(CITY OF WACO CITY LIMITS ONLY)**.
- m. Each bidder will state the number of times and the days of the week the newspaper is published.
- n. Each bidder will state in their submission the deadline schedule for publication of items.
- o. The bidder must also include in their bid submission a completed newspaper pricing form that has the bidder set forth the price for sample notices; any discounts; deadlines; pricing differences for weekday and weekend; and standard font size.

## 2. **ITEMS TO BE SUBMITTED WITH BID**

- a. Bidders must submit, **with the bid submission**, a signed affidavit that the publication submitted meets the requirements of 2051.044 of the Texas Government Code. See **Affidavit of Publication**.
- b. Bidder must state that bidder is capable of receiving notices prepared by the City of Waco. See **Receipt of Notices**. **This form must be included with bid submission.**
- c. The newspaper must have been published regularly and continuously for at least 12 months before the City of Waco's published notice of this bid. The bidder **must include** in the bid submission the following information:

1. Two complete issues of the publication that were published during July and August of 2021.  
**Note:** Published newspaper can be from microfilm or on CD.
2. A listing of the number of issues that were omitted from publication during the previous 12 month period.

**AFFIDAVIT OF PUBLICATION**

I, \_\_\_\_\_ do affirm, with this signed affidavit, that the  
Name of individual

publication submitted herein, \_\_\_\_\_ meets the

requirements of Chapter 2051.044 of the Texas Government Code. Those requirements are as follows:

- The newspaper must devote not less than 25% of its total column lineage to general interest items;
- The newspaper must be published at least once each week;
- The newspaper must be entered as second-class postal matter in McLennan County; (Periodical Mailing Privileges)

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

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

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

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

Phone: \_\_\_\_\_

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

NOTARY: \_\_\_\_\_

NOTARY SEAL

**COMPLETED FORM MUST BE RETURNED WITH BID**

**RECEIPT OF NOTICES**

Bidder must state that bidder is capable of receiving notices prepared by the City of Waco in all of the following manners and formats:

- 1 Text copies via fax;
- 2 Text copies via electronic transfer, including electronic mail (email);
- 3 Text copies via in-person pick up by vendor from the City Secretary's office;
- 4 Graphic copies via electronic transfer, including electronic mail (email);
- 5 Graphic copies via in-person pick up by vendor from the City Secretary's office.

I, \_\_\_\_\_ (Name of person authorized to sign for bidder) an  
authorized agent of \_\_\_\_\_ (Name of company/person bidding) do hereby state that  
\_\_\_\_\_ (Name of company/person bidding) is capable of receiving notices  
prepared by the City of Waco in all of the above manners and formats.

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

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

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

**COMPLETED FORM MUST BE RETURNED WITH BID**

# **Appendix D**

## **Additional Background Information or Requirements**

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF WACO AND  
FOR NEWSPAPER ADVERTISING  
SERVICES**

**COUNTY OF MCLENNAN**                   §  
   §  
**STATE OF TEXAS**                       §

THIS AGREEMENT is made by and between the CITY OF WACO, acting by and through its City Manager, hereinafter referred to as "CITY," and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR".

**I. RECITALS:**

WHEREAS, on \_\_\_\_\_ through Resolution 2021 - \_\_\_\_\_, the City Council of the City of Waco designated CONTRACTOR as the Official Organ for CITY;

WHEREAS, CONTRACTOR and CITY desire to enter into an agreement for newspaper advertising services for FY 2020 - 2021; and

NOW, THEREFORE, for the promises and considerations set forth herein, the parties to this Agreement agree as follows:

**II. TERM AND SCOPE OF SERVICES**

CONTRACTOR agrees to perform newspaper advertising services, according to the terms and conditions as specified in Exhibit "A", Request for Bids 2021-037 Official City Organization Newspaper and the response of CONTRACTOR, attached hereto and made a part hereof by this reference. CONTRACTOR agrees to be bound by all of the terms and conditions in Exhibit A. The term of this contract shall be **October 1, 2021 to September 30, 2022.**

**III. COMPENSATION**

That in consideration of CONTRACTOR fully and faithfully complying with all terms, provisions and stipulations of this Agreement, the CITY undertakes covenants and agrees to pay CONTRACTOR for services as herein contracted in an amount not to exceed Dollars (\$) \_\_\_\_\_ in Fiscal Year 2021-2022



**INDEPENDENT CONTRACTOR**

CONTRACTOR shall carry out the terms of this Agreement as an independent contractor and not as agent, servant, or employee of CITY. Accordingly, CONTRACTOR shall not receive any employee benefits. For all purposes hereunder, CONTRACTOR shall be deemed to be an independent contractor and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between or among CONTRACTOR and/or CITY.

**IV. MISCELLANEOUS**

All exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes.

Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

This Agreement is governed by the laws of the State of Texas.

This Agreement constitutes the entire agreement between the CITY and CONTRACTOR, and all negotiations and all understandings between the parties are merged herein.

This Agreement can be supplemented and/or amended only by a dated written document executed by both CONTRACTOR and the City Manager.

CONTRACTOR shall not assign or transfer any right or interest in the Agreement, in whole or in part, without prior written approval of the CITY.

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representative, executors, administrators, successors, and assigns.

*(signature block on next page)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_

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

Attest: \_\_\_\_\_

**CITY OF WACO, TEXAS**

By: \_\_\_\_\_  
Bradley Ford, City Manager

ATTEST:

\_\_\_\_\_  
Esmeralda Hudson, City Secretary

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Jennifer Richie, City Attorney

**EXHIBIT A****ADVERTISEMENT FOR BIDS*****BID INVITATION  
RFB NO. 2012-004***

City of Waco  
(Owner)

Separate sealed bids for ***Replacement of 24" Water Valve at 10<sup>th</sup> Street and Dutton Avenue*** for the City of Waco will be received by the City of Waco at the Water Utilities Department, (Riverside Plant Administration Building), 200 Colcord Ave., Building 100 Waco, Texas 76707 until 2:00 o'clock (P.M. C.S.T.), on December 20, 2011 and then publicly opened and read aloud at 2:01 P.M. on the same day, in the Water Utilities Department, (Riverside Plant Administration Building), 200 Colcord Ave., Building 100, Waco, Texas 76707.

The information for Bidders, Form of Bid, Form of Contract, Plans Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined; and copies may be obtained at the office of the Water Utilities Department (Riverside Plant Administration Building) located at 200 Colcord Ave., Building 100, WACO, TEXAS, 76707 upon payment of \$25.00 (non-refundable) for each set. Contact for obtaining plans is Mike Jones at 254-750-8040. Purchase of plans must be in the form of check or money order ONLY, made payable to the City of Waco. Cash or credit cards will NOT be accepted.

There will be a non-mandatory pre-bid conference on December 8, 2011, at 9:00 A.M. at the Water Utilities Department (Riverside Plant Administration Building) at 200 Colcord Avenue, Building 100, Waco, Texas 76707.

The owner reserves the right to waive any informality or to reject any or all bids. Each bidder must deposit with his bid, security in the minimum amount of 5% of the greatest amount of bid. The bid bond and surety's power of attorney must both carry the date of the bid opening.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Patricia Ervin  
City Secretary

RFB2021-037  
**EXHIBIT B**  
**Legal Notices**

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THE STATE OF TEXAS~  
COUNTY OF MCLENNAN~

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

**NOTICE IS HEREBY GIVEN** TO ANY AND ALL PERSONS, OWNING OR CLAIMING ANY LEGAL OR EQUITABLE INTEREST IN THE FOLLOWING DESCRIBED PROPERTY THAT THE HOUSING INSPECTOR OF THE CITY OF WACO HAS DETERMINED THAT THE STRUCTURE(S) IS IN VIOLATION OF THE BUILDING CODE OF THE CITY OF WACO, MCLENNAN COUNTY, TEXAS; THAT THE STRUCTURE(S) HAS BEEN DETERMINED TO BE UNOCCUPIED OR IS OCCUPIED ONLY BY PERSONS WHO DO NOT HAVE A RIGHT OF POSSESSION TO THE BUILDING AND THE BUILDING IS UNSECURED.

<b>JOE LESY TURNER SCHWARZ, PROPERTY MANAGEMENT L</b>
<b>1012 DEARBORN ST</b>
<b>BLK 15 LOT 10 ACRES 0.1768</b>
<b>CARVER PARK</b>
<b>PRYOR, RITA MONTINA</b>
<b>BLK 1 LOT 7</b>
<b>TEACHERS</b>
<b>CAUFIELD, JAMES ET UX</b>
<b>1310 -12 WEST AVE</b>
<b>BLK 31 LOTS B11 &amp; B12</b>
<b>BARRON</b>
<b>FINLEY, KEVIN ROBERT ET UX</b>
<b>3818 WINDSOR AVE</b>
<b>BLK 6 LOTS 31 &amp; 32</b>
<b>SUNSET</b>

THE CITY SHALL ASSUME RESPONSIBILITY FOR HAVING THE PROPERTY SECURED AND A LIEN SHALL BE PLACED ON THE PROPERTY FOR THE EXPENSES INCURRED.

IF THERE ARE ANY QUESTIONS ABOUT THIS NOTICE, CALL THE CODE ENFORCEMENT INSPECTOR AT 750-5970.

**ISSUED AND GIVEN UNDER MY HAND AND SEAL THIS 11TH DAY OF NOVEMBER, 2011.**

PATRICIA ERVIN  
CITY SECRETARY

**EXHIBIT C**  
**PUBLIC NOTICE**

CITY OF WACO  
NOTICE IS HEREBY GIVEN THAT THE FOLLOWING ORDINANCE(S) WAS PASSED AND  
APPROVED BY THE WACO CITY COUNCIL.  
(COMPLETE ORDINANCES ON FILE IN THE CITY SECRETARY'S OFFICE)

**ORDINANCE NO. 2011-599**

AN ORDINANCE OF THE CITY OF WACO, McLENNAN COUNTY, TEXAS, ADDING SECTION 26-100 TO THE WACO CODE OF ORDINANCES TO PROVIDE FOR THE IMPLEMENTATION AND ENFORCEMENT OF STATE MANDATED WATER RESTRICTIONS; RENUMBERING OR RELETTERING CERTAIN PROVISIONS AS NECESSARY; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

If a violation of the mandated restriction occurs, notice of the violation may be given as provided in Sec. 26-95 and the violation may be punished as provided in Sec. 26-96.

**ORDINANCE NO. 2011-600**

AN ORDINANCE AMENDING SECTION 25-133 OF ARTICLE VI IN CHAPTER 25 "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE CITY OF WACO, McLENNAN COUNTY, TEXAS, TO RETAIN THE SPEED LIMIT ON NEW ROAD OF 40 MPH FROM THE WACO-BEVERLY HILLS COMMON CITY LIMITS NEAR MEMORIAL DRIVE TO 500 FEET NORTHWEST OF SPEIGHT AVENUE, A DISTANCE OF 0.208 MILE, TO SET A SPEED LIMIT OF 45 MPH FROM THAT POINT TO THE INTERSTATE HIGHWAY 35 SOUTHBOUND FRONTAGE ROAD, A DISTANCE OF 1.055 MILE, TO SET A SPEED LIMIT OF 40 MPH FROM THAT POINT TO OLD ROBINSON ROAD, A DISTANCE OF 0.611 MILE, AND TO SET A SPEED LIMIT ON GARDEN DRIVE, THE EXTENSION OF NEW ROAD, OF 35 MPH FROM THAT POINT TO US HIGHWAY 77, A DISTANCE OF 0.441 MILE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

That a violation of Section 25-133, as amended by this ordinance, shall be a misdemeanor for which the punishment shall be a fine of \$1.00 to \$200.

PASSED AND APPROVED: November 1, 2011.

Patricia W. Ervin, City Secretary  
City of Waco, Texas

**EXHIBIT D****NOTICE OF PUBLIC HEARING**

Waco Convention Center, Bosque Theatre, 100 Washington Avenue, Waco, Texas, and on Tuesday, January 3, 2012, the City Council will conduct a public hearing at 6:00 p.m. in the Waco Convention Center, Bosque Theatre, 100 Washington Avenue, Waco, Texas, to all parties interested and to all parties concerned, said hearings to be as follows:

One request to change the land use designation from Commercial and Office to High Quality, Very Light Industrial and to rezone from C-3 General Commercial to M-2 Light Industrial on property described as Lot 5, Block 1, Cheddar's Addition, located in the 4200 Block of Cheddar's Drive.

A Public Hearing will be held to receive comments concerning the following subdivision plat requests:

1. Final Plat of the Schroeder Industrial Addition, Lots 5 & 6, Block 4 – Replat
2. Preliminary Plat of the White Wing Meadow Addition, Lots 1-23, Block 1

NOTE: Fieldnote descriptions for these properties are available in Planning Services, 401 Franklin Avenue, Dr. Mae Jackson Development Center.

Patricia Ervin  
City Secretary

## **Appendix E**

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

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Local Preference (Bid) 905
- (4) Local Preference (Bid) 9051
- (5) Conflict of Interest Questionnaire (CIQ form)
- (6) Disclosure of Relationships with City Council/Officers (City Charter)
- (7) House Bill 89 - Certification 2270.001 (Israel Form)
- (8) Minority/Women Owned Business & HUB Certification
- (9) Litigation Disclosure
- (10) Certification Regarding Debarment
- (11) Non-collusion Affidavit
- (12) Texas Public Information Act
- (13) Drug Free Work Place

**Submission of Bid/Proposal and Acknowledgment of Addenda****RFB/P No. 2021-037, Issued by City of Waco, Texas**

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

**DECLARATION OF INTENT**

I attest that the bid submitted is: (check one box below)

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

Submitter further acknowledges receipt of the following addenda:

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

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

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

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

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

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

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

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

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

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

**PLEASE SIGN AND RETURN WITH BID**



**Business Entity Identification**

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

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

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

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

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

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

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

Email Address: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

## **ESTABLISHING AUTHORITY TO EXECUTE CONTRACT**

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

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

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

## **CERTIFICATION REGARDING ATTACHED DOCUMENT**

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

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

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

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

**Attach document to this form**

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

### RESOLUTION FOR CORPORATION

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

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

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

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

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

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

\_\_\_\_\_  
Corporate 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)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

(seal)

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

My Commission Expires:

\_\_\_\_\_

## Application for Local Preference Consideration

Section 271.905 (b) of the Texas Local Government Code  
 “CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS:

**If you DO NOT have your principal place of business located within the City of Waco city limits –  
 STOP – do not fill out this form.**

Texas Local Government Code Section 271.905 (b): In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

**THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES NOT MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS.**

**BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.**

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

1. **Complete this form; and**
2. ***Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.***

I certify that I am a local bidder.

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

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):  
 \_\_\_\_\_

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

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

\*\*\* Read item #2 above BEFORE signing. \*\*\*

**PLEASE SIGN AND RETURN WITH BID**

## Application for Local Preference Consideration

Section 271.9051 (b) of the Texas Local Government Code  
 “CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS IN  
 CERTAIN MUNICIPALITIES”:

**If you DO NOT have your principal place of business located within the City of Waco city limits –  
 STOP – do not fill out this form.**

Texas Local Government Code Section 271.9051 (b): In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

**THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES *NOT* MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS.**

**BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.**

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

1. **Complete this form; and**
2. **Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.**

I certify that I am a local bidder.

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

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):  
 \_\_\_\_\_

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

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

\*\*\* Read item #2 above BEFORE signing. \*\*\*

**PLEASE SIGN AND RETURN WITH BID**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

# FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Name of Officer

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

Complete A-B if a conflict exist

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Identify and describe the relationship, if applicable

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

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

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7**

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

\_\_\_\_\_  
Date



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

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

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

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

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

**Check all applicable boxes.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State law requires certification 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 certifies 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.

By signing below, Contractor hereby certifies 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:** \_\_\_\_\_



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

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

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

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

\_\_\_\_\_YES                      \_\_\_\_\_NO

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

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

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

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

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

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

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

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

## LITIGATION DISCLOSURE

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

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



**Purchasing Department**

Post Office Box 2570  
Waco, Texas 76702-2570

254 / 750-8060

Fax: 254 / 750-8063

[www.waco-texas.com](http://www.waco-texas.com)

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

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

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

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

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

**READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION**

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

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

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

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

**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Notary Public Signature

## **Texas Public Information Act**

### **Steps to Assert Information Confidential or Proprietary**

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORK PLACE ACT CERTIFICATION**

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

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

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

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

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

State: \_\_\_\_\_

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

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

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

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