

*City of Burnet, Texas
Request for Proposals*



*Appraisal Services
RFP # 2026-003*

SUBMIT SEALED PROPOSALS TO:

City of Burnet ATTN: Maria Gonzales
301 E. Jackson St., Burnet, TX 78611

SUBMIT NO LATER THAN:

Submittal Deadline: April 9, 2026, Time: 11:00 AM (CST)

RFI Deadline: 5:00 PM, April 6, 2026.

ENVELOPE TO BE LABELED:

ALL RFPS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE CITY SECRETARY OF THE CITY OF BURNET ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. RFPS RECEIVED WILL THEN BE OPENED AFTER SUBMISSION DEADLINE AND NAMES PUBLICLY READ. RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to respondent in writing after the City Council formally awards.

Requests for information must be in writing and directed to Eric Belaj, City Engineer,
ebelaj@cityofburnet.com

DBE/WBE/MBE Participants are encouraged to submit in accordance with CFR §200.321. Please include in the submittal cover page and elsewhere any such qualification. This solicitation is a Request for Proposal (RFP) and is issued in accordance with procurement regulations under Texas LGC 2254 and Federal Guidelines for 2 CFR Part 200; and other FEMA & USDA guidelines.

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the City of Burnet website no Later than 48 hours prior to RFP opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 PROJECT DESCRIPTION AND SCOPE OF WORK:

- 1.1 Multiple properties located in the City of Burnet (hereafter referred to as the (“City”)) were damaged during the July 2025 flood event. The City is currently working with the Natural Resource Conservations Service’s (NCRS) Emergency Watershed Protection (EWP) Buyout Program to reduce future flood risk by permanently removing at-risk structures from flood-prone areas and restoring the land to natural floodplain functions. The City is seeking proposals from qualified Certified General Appraiser (individual/firm) licensed by the Texas Appraiser Licensing and Certification Board. The appraiser will provide appraisal services on a per-parcel basis, including an independent review appraisal, to determine fair market value for property owners in compliance with Uniform Relocation Act (URA) standards. The appraisals must be completed for property condition pre-July 5, 2025 (pre-disaster).

Respondent is responsible for complying with any and all federal and state rules and regulations.

- 1.2 The City of Burnet intends to acquire properties as part of the NCRS EWP Buyout Program. The parcels listed herein are parcels of interest, and do not imply that the city may not proceed to buyout all of the parcels listed below. The parcels considered for the buyout program include the following:

- **Parcel ID 49334 - 1102 S Pierce St. Approximately 250 feet north of the intersection of Valley Street and South Pierce Street on the west side of South Pierce. (Lat: 30.749417 Lon: -98.224421)**
- **Parcel 49282 - 104 E Valley St. Approximately 150 feet west of the intersection of Valley Street and South Pierce Street on the north side of East Valley Street. (Lat: 30.748580 Lon: -98.224596)**
- **Parcel 51823 - 1010 Oak St. Approximately 110 feet south of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.769095 Lon: -98.234099)**
- **Parcel 51822 - Approximately 200 feet south of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.768902 Lon: -98.234011)**
- **Parcel 51811 - 1011 Oak St. Approximately 175 feet south of the intersection of Eighth Street and Oak Street on the east side of Oak Street. (Lat: 30.769006 Lon: -98.233598)**
- **Parcel 51817 - 1013 Oak St. Approximately 120 feet south of the intersection of Eighth Street and Oak Street on the east side of Oak Street. (Lat: 30.769235 Lon: -98.233696)**
- **Parcel 52024 - 1014 Oak St. Approximately 50 feet south of the intersection of Eighth Street and Oak Street on the west side of Oak Street. Lat: 30.769342 Lon: -98.234082**

- **Parcel 52023 - 1015 Oak St. On the south east corner at the intersection of Eighth Street and Oak Street. (Lat: 30.769397 Lon: -98.233712)**
- **Parcel 51629 - 1102 Oak St. Approximately 50 feet north of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.769659 Lon: -98.234170)**
- **Parcel 51709 - 1104 Oak St. Approximately 140 feet north of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.769868 Lon: -98.234222)**
- **Parcel 33591 - 1302 Oak St. Approximately 140 feet north of the intersection of Sixth Street and Oak Street on the west side of Oak Street. (Lat: 30.772331 Lon: -98.234984)**
- **Parcel 11571 - 711 S Water St. Approximately 250 feet south of the intersection of Pecan Street and South Water Street on the east side of South Water St. (Lat: 30.751784 Lon: -98.227387)**
- **Parcel 49383 - Approximately 400 feet south of the intersection of Pecan Street and South Water Street on the east side of South Water St. (Lat: 30.751385 Lon: -98.227482)**
- **Parcel 49275 - 107 W Elms St. Approximately 275 feet west of the intersection of South Main Street and West Elm Street (undeveloped road) on the south side of Elm Street. (Lat: 30.751466 Lon: -98.227016)**
- **Parcel 11570 - 105 W Elm St. Approximately 200 feet west of the intersection of South Main Street and West Elm Street (undeveloped road) on the south side of Elm Street. (Lat: 30.751512 Lon: -98.226698)**
- **Parcel 44679 - 709 S Water St. Approximately 275 feet west of the intersection of South Main Street and West Elm Street (undeveloped road) on the north side of Elm Street and the east side of the previous South Water Street right-of-way. (Lat: 30.751932 Lon: -98.227005)**
- **Parcel 49316 - 1004 S Pierce St. Approximately 465 feet north of the intersection of Valley Street and South Pierce on the west side of South Pierce. (Lat: 30.749971 Lon: -98.224580)**
- **Parcel 51723 - 508 N Main St. Approximately 75 feet south of the intersection of Lamon Street and North Main Street and 270 feet north of the intersection of Kerr Street and North Main Street on the west side of North Main. (Lat: 30.762794 Lon: -98.229156)**

1.2.1 **Appraisal and Review Appraisal Services**

Contractor shall furnish all labor, supervision, insurance, and taxes necessary to provide:

1.2.1.1 A certified appraisal of the subject parcel(s) in compliance with NRCS EWP Buyout Program including Uniform Relocation Assistance and Real Property Acquisition

Policies Act.

1.2.1.2 An independent review appraisal performed by a qualified review appraiser, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and current USPAP standards.

1.2.2 Per-Parcel Appraisal Approach: The City will pay cost of appraisal per parcel complete and accepted by NRCS. In the event that the appraisal is not accepted, the consultant shall correct and only compensated after appraisal is accepted.

1.2.3 **Appraisal Requirements**

1.2.3.1 Summary format in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and current USPAP standards.

1.2.3.2 Compliance with 49 CFR 24.2(a)(3) and 49 CFR 24.103(a)(2)(i).

1.2.3.3 Include property rights, fair market value, contamination assumptions, valuation dates, title information, zoning, present use, and five-year sales history.

1.2.3.4 Identify highest and best use with supporting analysis if different from current use.

1.2.3.5 Provide adequate photographs, maps, and descriptions of subject property and comparable sales.

1.2.3.6 Disregard any project-related influence on property value.

1.2.4 **Owner Coordination**

1.2.4.1 Afford property owners or their representatives the opportunity to accompany the appraiser during inspection.

1.2.4.2 Maintain accurate documentation of all communications and meetings with property owners using City-approved formats.

1.2.5 **Reporting**

1.2.5.1 Submit appraisal reports and review appraisal reports to the City in compliance with all applicable standards.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The City reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The City reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information, subject to applicable laws and regulations and consistent with accepted procurement standards. Furthermore, the City reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the City. Furthermore, the City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This RFP does not commit the City to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired. The City will select the Offeror whose proposal offers the best value for the City based on the selection criteria and the City's evaluation. The City will enter into contract negotiations with highest ranked offeror for award of a contract to complete the Project. If negotiations with highest ranked firm are unsuccessful, the City will formally close negotiations with that firm and negotiate with next highest ranked firm, and so on.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the City Engineer in writing. Attempts to contact any members of the City Council or any other City employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the City Engineer on behalf of the City of Burnet, Texas. **Respondents are specifically directed NOT to contact any City personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any City personnel will be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the**

City's Proposal Contact. Communication with the Proposal Contact is permitted via email or written correspondence.

PROPOSAL CONTACT:

Eric Belaj City
Engineer
301 E. Jackson St.
Burnet, TX 78611
ebelaj@cityofburnet.com

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, four (4) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP due date/time as noted on the cover page. Flash drive must contain only one (1) file in PDF format and must match the respondent's written/original/paper response identically. If Excel file(s) are provided with the RFP solicitation, complete the Excel file(s), and save on the flash drive as well. Include a PDF of the completed Excel file(s) within your electronic response and paper copies. Failure to provide proper original, flash drive or copies is cause for disqualification. Proposal shall be submitted to the address shown on the cover page. Proposal shall be signed by a person who has the authority to bind the firm to the proposal, and in a resultant contract. The selected firm will be required to sign a professional services contract, submit insurance certificate with the City as certificate holder and additional insured, agree to city indemnification clauses, submit conflict of interest forms, agree to non-collusion affidavit, and other forms as requested by the city and according to state and federal regulations.
- 4.2 Respondents may submit their proposal any time prior to the due date/time after confirmation of addendum status. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the City, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, emailed or facsimile proposals will be considered.
- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the City or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the City is not bound to accept a proposal on the basis of lowest price, and further, the City has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City's best interests. The City reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the City's best interest.
- 6.3 Although the City desires to negotiate toward a contract with a selected Respondent, the City Council may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the City's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the City's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than the date and time listed on the cover page. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the City. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the City Engineer to all prospective Respondents who were sent a Proposal. The Respondent

in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Submittals to include a tentative schedule from the issuance of the notice to proceed with the appraisals, to completion, and including timelines of initial contact, site observations, and other pertinent information.

9.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by the City of Burnet, shall constitute a contract equally binding between the contractor and City of Burnet.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The City reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the City.

11.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from City of Burnet City Council.

12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

12.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any City employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

12.2 Unless otherwise required by law, the prices which have been quoted in a proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

12.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13.0 CONFIDENTIAL MATTERS:

13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them

in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the City.

- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Texas Public Information Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The City has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all City policies.
- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the City for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Burnet County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the City.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, City, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to ensure that the City maintains a drug-free workplace.

19.0 PAYMENT AND PERFORMANCE BOND:

No performance nor payment bond is required for this project.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by City, regardless of the dollar amount, will require completion of Form 1295 “Certificate of Interested Parties”, per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:
<https://prd.tecprd.ethicsefile.com/File/>

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: City of Burnet.

21.2.2 Identification number use: RFP # on the cover page.

21.2.3 Description is: Appraisal Services.

21.3 Highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the City of Burnet, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of a resultant Contract.

22.2 At contract execution, contractor shall furnish City with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to City. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by City. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best’s rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such

insurance of the following types and minimum limits:

- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 22.3 The City and the members of the City Council shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of the City and members of the City Council.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless City from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to the City and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the City with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the City required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend, indemnify and hold the City harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by the City in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify the City, in the event the City is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify the City and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in a form satisfactory to the City.
- 23.7 Loss Deduction Clause – The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by City regardless of content.

- 24.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: Respondent hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “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.
- 24.2 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas

Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- 24.3 Texas Government Code Section 2252.152 Acknowledgment: By signature on vendor form, Respondent represents pursuant to Section 2252.152 of the Texas Government Code, that Respondent is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.
- 24.4 Texas Government Code Chapter 2276 Certification: By signature on vendor form, Respondent certifies and verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.
- 24.5 Texas Government Code Chapter 2274 Certification: By signature on vendor form, Respondent certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not do so during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.

25.0 PRE-RFP CONFERENCE:

There is no PRE-RFP conference scheduled for this project.

26.0 SPECIFICATIONS:

- 26.1 Contractor shall furnish all necessary labor, supervision, insurance and taxes (including all federal, state and local taxes) necessary to provide appraisal(s) **and review appraisal(s)** for the subject properties.
- 26.2 Contractor shall provide real property appraisals of the parcels to be acquired. The appraisals shall be in a summary format in accordance with 49 CFR §24.103 and State applicable rules, regulations, and guidelines pertaining to real property acquisitions for the NCRS EWP Buyout Program. The appraiser will provide appraisal services on a per-parcel basis, including an independent review appraisal, to determine fair market value for property owners in compliance with Uniform Relocation Act (URA) standards. Per 49 CFR §24.104, the review appraiser must examine the analysis of fair market information in appraisals to assure that they meet the definition of appraisal found in 49 §CFR 24.2(a).
- 26.3 Contractor shall keep accurate files and document all phone calls and meetings with property owners. The Contractor will utilize the City's standard format for all letters and correspondence to landowners. The Contractor will provide sample forms and work with the City's representatives when standard forms are not available.
- 26.4 Provide an appraisal meeting the definition of an appraisal found at 49 CFR 24.2(a).

- 26.5 Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser during the inspection of the property.
- 26.6 Perform an inspection of the subject properties. The inspection should be appropriate for the appraisal property, and the scope of work should address:
- The extent of the inspection and description of the neighborhood and proposed project area.
 - The extent of the subject property inspection, including interior and exterior areas.
 - The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).
- 26.7 In the appraisal report, include an adequate description of the physical characteristics of the property being appraised (i.e., sketch of the property and the location and dimensions of any improvements) and a description of comparable sales. The appraisal report should also include adequate photographs of the subject property and comparable sales, and provide location maps of the property and comparable sales.
- 26.8 In the appraisal report, include items required by the acquiring agency, including but not limited to the following:
- Property right(s) to be acquired, e.g., fee simple, easement, etc.
 - Value being appraised (usually fair market value), and its definition
 - Appraised as if free and clear of contamination (or as specified),
 - Date of the appraisal report and the date of valuation,
 - A realty/personal report as required by 49 CFR 24.103(a)(2)(i),
 - Known and observed encumbrances, if any,
 - Title information,
 - Location,
 - Zoning,
 - Present use, and
 - At least a 5-year sales history of the property.
- 26.9 In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
- 26.10 Present and analyze relevant market information. (Specific requirements for market information should be included in the agency's appraisal procedural manual and should include research, analysis, and verification of comparable sales. Inspection of the comparable sales should also be specified.)
- 26.11 In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project. (If necessary, the appraiser may cite the Jurisdictional Exception or

Supplemental Standards Rules under USPAP to ensure compliance with USPAP while following this and other Uniform Act requirements.)

- 26.12 Report his or her analysis, opinions, and conclusions in the appraisal report.
- 26.13 INTENDED USE: This appraisal is to estimate the fair market value of the property, as of the specified date of valuation, for the proposed acquisition of the property rights specified (i.e. fee simple, etc.) for a federally assisted project.
- 26.14 INTENDED USER: The intended user of this appraisal report is primarily the acquiring agency, but its funding partners may review the appraisal as part of their program oversight activities.
- 26.15 FAIR MARKET VALUE: Determined by State law. Fair market value, however, is generally defined as the price that a seller is willing to accept and a buyer is willing to pay on the open market in an arm's length transaction, and usually includes the following:
 - 26.15.1 Buyer and seller are typically motivated;
 - 26.15.2 Both parties are well informed or well advised, each acting in what he or she considers his or her own best interest;
 - 26.15.3 A reasonable time is allowed for exposure in the open market;
 - 26.15.4 Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
 - 26.15.5 The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
- 26.16 CERTIFICATION: The appraisal shall include a certification of the appraiser (see attached sample or insert agency's certification).
- 26.17 ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser shall state all relevant assumptions and limiting conditions. In addition, the acquiring agency may provide other assumptions and conditions that may be required for the particular appraisal assignment, such as:
 - 26.17.1 The data search requirements and parameters that may be required for the project.
 - 26.17.2 Identification of the technology requirements, including approaches to value, to be used to analyze the data.
 - 26.17.3 Need for machinery and equipment appraisals, soil studies,

potential zoning changes, etc.

26.17.4 Instructions to the appraiser to appraise the property "As Is" or subject to repairs or corrective action.

26.17.5 As applicable include any information on property contamination to be provided and considered by the appraiser in making the appraisal.

27.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined herein. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables are required to be numbered, clearly labeled and tabbed with binder tabs/dividers for locating information quickly and easily. Font size below 12 point is prohibited.

27.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding scope of work and specifications
2	Firm experience
3	Price
4	Required forms and overall completeness of submission

27.2 Any exceptions to the Proposal requirements shall be identified in the applicable section in red type and referenced as numbered herein.

27.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of similar past projects.

27.4 Respondents will be evaluated utilizing the factors, as outlined below. The City will select the Offeror whose proposal offers the best value for the City based on the selection criteria and the City's evaluation.

Tab 1 Price (weight factor = 50%). The remainder of the tabs add up to a weighted factor of 50%.

- Provide completed Exhibit A.

Tab 2 Understanding scope of work and specifications

- Describe your firm’s philosophy, approach and preferred methods for meeting requirements and/or deliverables in the specifications.
- Provide estimated time required to complete the work.

Tab 2 Firm Experience

- Provide professional qualifications and experience of vendor and its staff with a minimum of four (4) years of relevant experience, performing work for a governmental entity similar in size to the City of Burnet, and demonstrated success in providing the services requested in this RFP.
- Provide information on previous federally reimbursed projects.
- Provide respondent’s organizational chart.
- Provide description of project team organization: names and resumes of team members.
- Provide a list of no less than two (2) referrals from past local government clients.
- Provide Texas Appraisal Board certification. Firm must be a state-licensed, certified real estate appraiser.

Tab 3 Required forms and overall completeness of submission and schedule compliance.

- Exhibits
- Completed forms
- Schedule Compliance: Provide information showing Offeror’s approach to scheduling, expected production rates, and processes to ensure schedule compliance on Offeror’s ability to devote adequate resources to the Project. If subcontractors will be utilized by Offeror, include information for schedule control applicable to subcontractors.

28.0 AWARD:

The City will evaluate and select the respondent whose proposal is the highest ranked on the basis of demonstrated competence and qualifications to perform the services, and for a fair and reasonable price. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the City’s legal counsel and City Council, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

29.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website, if applicable, <https://sam.gov>, and with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

30.0 EXHIBITS:

- 31.1 Exhibit A: Pricing
- 31.2 Exhibit B: Federal Clauses
- 31.3 Exhibit C: Forms

Appraisal Services

Exhibit A: Pricing

Price is to include all expenses. No additional fees will be paid. Provide pricing below for appraisal per parcel. Disclose the portion of cost that represents profit in dollars. Cost-plus methods are prohibited.

Parcel Description	Independent Review Required	Appraisal Price Per Parcel	Profit Disclosure
Parcel ID 49334 - 1102 S Pierce St. Approximately 250 feet north of the intersection of Valley Street and South Pierce Street on the west side of South Pierce. (Lat: 30.749417 Lon: -98.224421)	Yes	\$	
Parcel 49282 - 104 E Valley St. Approximately 150 feet west of the intersection of Valley Street and South Pierce Street on the north side of East Valley Street. (Lat: 30.748580 Lon: -98.224596)	Yes	\$	
Parcel 51823 - 1010 Oak St. Approximately 110 feet south of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.769095 Lon: -98.234099)	Yes	\$	
Parcel 51822 - Approximately 200 feet south of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.768902 Lon: -98.234011)	Yes	\$	
Parcel 51811 - 1011 Oak St. Approximately 175 feet south of the intersection of Eighth Street and Oak Street on the east side of Oak Street. (Lat: 30.769006 Lon: -98.233598)	Yes	\$	
Parcel 51817 - 1013 Oak St. Approximately 120 feet south of the intersection of Eighth Street and Oak Street on the east side of Oak Street. (Lat: 30.769235 Lon: -98.233696)	Yes	\$	
Parcel 52024 - 1014 Oak St. Approximately 50 feet south of the intersection of Eighth Street and Oak Street on the west side of Oak Street Lat: 30.769342 Lon: -98.234082	Yes	\$	
Parcel 52023 - 1015 Oak St. On the south east corner at the intersection of Eighth Street and Oak Street. (Lat: 30.769397 Lon: -98.233712)	Yes	\$	
Parcel 51629 - 1102 Oak St. Approximately 50 feet north of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.769659 Lon: -98.234170)	Yes	\$	
Parcel 51709 - 1104 Oak St. Approximately 140 feet north of the intersection of Eighth Street and Oak Street on the west side of Oak Street. (Lat: 30.769868 Lon: -98.234222)	Yes	\$	
Parcel 33591 - 1302 Oak St. Approximately 140 feet north of the intersection of Sixth Street and Oak Street on the west side of Oak Street. (Lat: 30.772331 Lon: -98.234984)	Yes	\$	
Parcel 11571 - 711 S Water St. Approximately 250 feet south of the intersection of Pecan Street and South Water Street on the east side of South Water St. (Lat: 30.751784 Lon: -98.227387)	Yes	\$	
Parcel 49383 - Approximately 400 feet south of the intersection of	Yes	\$	

Pecan Street and South Water Street on the east side of South Water St. (Lat: 30.751385 Lon: -98.227482)			
Parcel 49275 - 107 W Elms St. Approximately 275 feet west of the intersection of South Main Street and West Elm Street (undeveloped road) on the south side of Elm Street. (Lat: 30.751466 Lon: -98.227016)	Yes	\$	
Parcel 11570 - 105 W Elm St. Approximately 200 feet west of the intersection of South Main Street and West Elm Street (undeveloped road) on the south side of Elm Street. (Lat: 30.751512 Lon: -98.226698)	Yes	\$	
Parcel 44679 - 709 S Water St. Approximately 275 feet west of the intersection of South Main Street and West Elm Street (undeveloped road) on the north side of Elm Street and the east side of the previous South Water Street right-of-way. (Lat: 30.751932 Lon: -98.227005)	Yes	\$	
Parcel 49316 - 1004 S Pierce St. Approximately 465 feet north of the intersection of Valley Street and South Pierce on the west side of South Pierce. (Lat: 30.749971 Lon: -98.224580)	Yes	\$	
Parcel 51723 - 508 N Main St. Approximately 75 feet south of the intersection of Lamon Street and North Main Street and 270 feet north of the intersection of Kerr Street and North Main Street on the west side of North Main. (Lat: 30.762794 Lon: -98.229156)	Yes	\$	
TOTAL PRICE:			

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated _____ Received _____

Addendum No 2 dated _____ Received _____

Name of Respondent

Signature of Authorized Representative

Printed Name of Representative

Exhibit B. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below, and any additional terms required by the applicable grant. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the City, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses, and any additional terms required by the applicable grant to shall be included in each covered transaction at any tier.

1.0 Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2.0 Termination for Convenience of the City
City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3.0 Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4.0 Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or NRCS EWP program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5.0 Personnel.

a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6.0 Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7.0 Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8.0 Records and Audits. The Contractor shall ensure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9.0 Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10.0 Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11.0 Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12.0 Conflicts of interest.

a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the NRCS EWP Buyout Program between NRCS and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the NRCS EWP Buyout Program between NRCS and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the NRCS EWP Buyout Program between NRCS and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the NRCS EWP Buyout Program between NRCS and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13.0 Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under

Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

14.0 Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

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

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16.0 Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17.0 Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18.0 Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19.0 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 24 CRR 75 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause (the entirety of Section 20, Economic Opportunities for Section 3 Residents and Section 3 Business Concerns) in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21.0 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Contractors.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22.0 Patent Rights and Inventions -The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23.0 Energy Efficiency – The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24.0 Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT-MOD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City’s CDBG-MIT-MOD contract with GLO. This right also includes timely and reasonable access to Contractor’s personnel for the purpose of interview and discussion related to such documents.

25.0 Retention of Records – Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report, or for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report respectively, as reported to the federal awarding agency or pass-through entity.

If any litigation, claim, or audit is started, before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The retention period may be extended if the City is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition.

26.0 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended (if contract is greater than or equal to \$150,000). The Contractor

agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

27.0 Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. To the greatest extent practicable and consistent with law, Contractor should purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

28.0 Domestic Preference for Procurements. Contractor understands and agrees that, to the greatest extent practicable and consistent with law, the City has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For the purposes of this section, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Exhibit C. Forms

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the City. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Type of Business (please check one):

- Individual/Sole Proprietor
- Corporation
- Limited Liability Company
- Partnership
- Other

If other, please specify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

Principal Place of Business Address: _____

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

List any other names the Company uses, or is known by (dba, aka, etc.):

Company Name

Date

Signature of Authorized Company Official

Printed Name

Email address

Phone number



DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller City if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name



NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

“Boycott Energy Companies” means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

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

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name



NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

- (a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
- (b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name



**NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION
CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Date

Signature of Authorized Company Official

Printed Name

CERTIFICATE OF APPRAISER

I hereby certify:

That on _____ date(s), I personally made a field inspection of the property herein appraised and have afforded the owner or a designated representative the opportunity to accompany me on this inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The property being appraised and the comparable sales relied upon in making this appraisal were as represented in the appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with the acquisition of property for a project utilizing U.S. Department of Housing and Urban Development funds.

That such appraisal has been made in conformity with appropriate laws, regulations, and policies and procedures applicable to appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the project for which such property is acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency or officials of the U.S. Department of Housing and Urban Development and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.

That my opinion of the fair market value of the property to be acquired as of the _____ day of _____ 20 _____ is \$ _____ based upon my independent appraisal and the exercise of my professional judgment.

Name _____ Signature _____

Date _____

(Note: Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.)

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier_____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503