



REQUEST FOR QUALIFICATIONS

RFQ 2026-002

City of Burnet
DESIGN SERVICES FOR PEDESTRIAN
BRIDGE

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DESIGN SERVICES FOR PEDESTRIAN BRIDGE FOR THE CITY OF BURNET

KEY INFORMATION

RFQ ISSUE DATE	MARCH 25, 2026
QUESTIONS DUE BY:	5:00 PM, APRIL 10, 2026
SOQ DUE BY:	11:00 AM, APRIL 24, 2026

This solicitation is a Request for Qualifications (RFQ) and is issued in accordance with procurement regulations under Texas LGC 2254 and Federal Guidelines for 2 CFR Part 200; and other Department of Housing and Urban Development (HUD) guidelines, as this project is funded from the HUD Community Project Funding. The City of Burnet (City) is requesting submittals from qualified firms or individuals (Consultant) interested in providing the City with design, engineering, surveying and other professional services for a new pedestrian bridge and associated infrastructure. All submissions must be submitted through CivCast.

The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received, and to revise the process schedule as circumstances may arise. The procurement method is qualifications-based selection per Texas LGC 2254 and 2 CFR Part 200.320.

If a Consultant finds a discrepancy in, or omission from, or has a question about the meaning of, this RFQ or other related documents, the Consultant should immediately notify the City.

By submitting a response to this RFQ, each Consultant unequivocally acknowledges that they have read and fully understand this RFQ, have asked questions, and received satisfactory answers from the City regarding any provisions of this RFQ with regard to which clarification was desired. The City is not liable for any costs incurred by the Consultant in responding to this RFQ. The selected Consultant will be required to provide insurance and licensing documentation.

INTRODUCTION

The Consultant shall provide design, architectural/engineering, surveying and other services required for the preparation of plans, specifications and estimates (PS&E) and permitting documents for the City. These services may include, but are not limited to, geotechnical, surveying, pedestrian bridge design, sidewalk design, and safety illumination design.

The City desires a placemaking pedestrian bridge that will be a landmark for the City crossing US 281. The City desires an accessible, elevated truss bridge over the highway. The bridge should provide visual appeal that matches the architecture and aesthetics of the City. A relevant example of a similar structure includes the Foley Pedestrian Bridge at Centennial Park in Foley, AL.

Services include development of PS&E for the construction of Pedestrian Improvements along 4th Street, a pedestrian bridge crossing over US 281, and potential additional sidewalk connections to adjacent neighborhoods. A description of each segment and the proposed improvements are as follows:

- A. At US 281 and Fourth Street – install a pedestrian bridge over US 281, including elevator systems on each end of the bridge.
- B. Along Fourth Street – install 5’ concrete sidewalks connecting from US 281 to Burnet Middle School
- C. Potential Additional Sidewalks – additional sidewalks may be designed and constructed west of US 281 into adjacent neighborhoods if budget allows.

Traffic signs, striping, crosswalks, and curb ramps will be incorporated throughout the project to promote pedestrian safety.

SCOPE OF WORK

The Scope of Work includes the following activities:

- 1.1. Progress Reporting and Invoicing** – The Consultant shall invoice according to task breakdowns shown in this scope for Professional Services. The Consultant shall submit a monthly Project Status Report to City’s Project Manager regardless of whether the Consultant is invoicing for that month. The Consultant’s Project Status Report shall include at a minimum:
 - 1.1.1.** Summary of work completed during invoice period
 - 1.1.2.** Upcoming work activities, tasks and milestones
 - 1.1.3.** Scope elements added, changed or removed
 - 1.1.4.** Outstanding issues, concerns or risks to scope, schedule and/or budget (costs)
 - 1.1.5.** Issues and actions taken to remedy
 - 1.1.6.** List of meetings attended
 - 1.1.7.** Updated Production Schedule, including percentage of completion by task
 - 1.1.8.** Any corrective actions taken or proposed for schedule recovery
- 1.2. Project Meetings/Workshops** – Attend progress meetings, as required, to monitor the development of the project.
- 1.3. Scheduling/Coordination** – The Consultant shall coordinate issues and communications with the City’s internal departments through the City’s PM. The City will communicate the resolution of issues and provide the Consultant direction through the City’s PM. The Consultant shall prepare a design production schedule using the latest version of Microsoft Project or Primavera P6. The schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements utilizing the outlined work breakdown structure provided by the City. The Consultant shall schedule milestone submittals at schematic, 60%, 90% and final project completion phases. The Consultant shall notify the City immediately if the Consultant is not able to meet scheduled milestone dates. The Consultant shall be responsible for directing and coordinating work activities to comply with applicable policies and procedures, and to deliver that work on time. The Consultant shall coordinate consistency of plans and administration of invoices and monthly progress reports.
- 1.4. Contract Time Determination (CTD)** – The Consultant shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar days (based on the City standard definitions of calendar days) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones,

deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. Prior to initial submission of the CTD, the Consultant shall provide a basis of estimate outlining assumptions of durations and production rates for the major work tasks and phases.

- 1.5. Right-of-Entry** – The Consultant shall notify the City of the anticipated need to enter property outside of the existing right-of-way to perform any surveying, environmental, engineering or geotechnical activities needed to execute the required scope of services and shall provide the City with a list of the BCAD Property IDs for those properties. The City shall obtain Right-of-Entry (ROE) from the Property Owner on behalf of the Consultant.
- 1.6. Consultant Quality Assurance (QA) and Quality Control (QC)** – The Consultant shall perform on-going quality assurance and quality control (QA/QC) to verify completeness of product and compliance with the contract Quality Control Plan (QCP) and applicable design criteria for deliverables.
- 1.7. Milestone Submittal Acceptance/Technical Reviews** – The Consultant shall submit plans and supporting documents at the schematic, 60%, 90%, and 100% milestones.
- 1.8. Use of Standards** – The Consultant shall identify and utilize the applicable, current adopted City or State Standard Details, or miscellaneous details that have been previously approved for use. The Consultant shall sign, seal, and date each Standard and miscellaneous detail(s) if the standard selected has not been adopted for use or if the standard is modified for use on the project. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Consultant shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.
- 1.9. Design Controls** – The Consultant shall inform the City of design exceptions, waivers, and variances that may affect delivery of the project. The Consultant shall continue to identify, prepare exhibits, and complete necessary forms for design exceptions and waivers within project limits prior to the 60% review. These exceptions shall be provided to the City for coordination and processing of approvals.
- 1.10. General Design Criteria** – As applicable, the Consultant shall prepare work in accordance with the latest version of HUD/Federal, City and/or State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include, but are not limited to, the following:
 - 1.10.1.** TxDOT Roadway Design Manual
 - 1.10.2.** Texas Manual on Uniform Traffic Control Devices (TMUTCD)
 - 1.10.3.** TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)
 - 1.10.4.** City of Burnet / TxDOT: City of Burnet Technical Construction Standard Specifications (TCSS) and other City and/or State approved manuals, as may be applicable
 - 1.10.5.** The Consultant shall continue to update and maintain the Design Summary Report (DSR).
- 2. Surveying Services** – Provide a topographic and tree survey of US 281 and Fourth Street. Partial boundary retracement may be required for easement acquisition. The survey will consist of all improvements being located ROW to ROW for up to 100 linear feet in all directions from the curb returns at said intersection.
- 3. Environmental Services** – The Consultant shall provide general environmental support services on an on-call basis. Environmental documentation has been completed through the HUD approval process.
- 4. Engineering Design**

- 4.1. Pedestrian Facilities** – The Consultant shall coordinate with the City to incorporate pedestrian facilities. Pedestrian facilities must be designed in accordance with the latest ADAAG, the Texas Accessibility Standards (TAS).
- 4.2.** Consultant shall submit to TDLR (through Registered Accessibility Specialists) for review at 90% in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):
 - 4.2.1.** Register the project with TDLR
 - 4.2.2.** Perform plan review of the project construction documents
 - 4.2.3.** Perform the final inspection of the project upon completion
- 4.3.** The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements such as Public Rights-of-Way Guidelines (PROWAG) and accessibility requirements of building and housing codes such as the International Building Code (IBC).
- 5. Signing and Pavement Markings** – The Consultant shall prepare drawings, specifications, and details for signs in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
 - 5.1.** As applicable, the Consultant shall coordinate with the City for overall signing strategies and placement of signs. The Consultant shall prepare the following drawings, specifications and details for signs, including:
 - 5.1.1.** Signing - Small Sign Layouts
 - 5.1.2.** Signing - Small Sign Summary Sheets
 - 5.1.3.** Signing – Standards
 - 5.2.** The Consultant shall detail both permanent and temporary pavement markings and channelization devices in accordance with the TMUTCD on plan sheets created for sidewalks and on the typical sections. The Consultant shall coordinate with the City for pavement marking strategies. The Consultant shall select pavement markings from the latest Federal/City/State standards, as applicable. The Consultant shall provide the following information:
 - 5.2.1.** Existing signs to remain, to be removed, to be relocated or replaced
 - 5.2.2.** Proposed signs (illustrated, numbered and sized)
 - 5.2.3.** Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
 - 5.2.4.** Quantities of existing pavement markings to be removed
 - 5.2.5.** Proposed delineators, object markers, and mailboxes
 - 5.2.6.** Direction of traffic flow on roadways
 - 5.3. Bridge Layouts** – The Consultant shall prepare a bridge layout plan sheet for the proposed pedestrian bridge over US 281. The proposed bridge may utilize a prefabricated superstructure. The Consultant shall comply with relevant sections of the latest edition of the State’s LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications and respective checklists. The bridge layout sheet must include bridge typical sections, structural dimensions, abutment and bent locations. The Consultant shall locate and plot soil borings and utilities. The Consultant shall prepare total bridge quantities, estimates, and summary sheets for the bridge.
 - 5.3.1.** Bridges are those discussed with the City during scope development
 - 5.3.2.** The Consultant shall determine the location of each soil boring needed for foundation design in accordance with applicable geotechnical reference manuals
 - 5.4.** The Consultant shall prepare the structural design and develop detailed structural drawings of required details in compliance with above-listed manuals and guidelines. The Consultant

shall assemble and complete applicable Standard Details sheets. Additionally, the Consultant shall:

- 5.4.1. Perform calculations for design of bridge abutments
- 5.4.2. Perform calculations to determine elevations of bridge substructure and super structure elements
- 5.4.3. Prepare necessary foundation details and plan sheets
- 5.4.4. Prepare plan sheets for abutment design
- 5.4.5. Prepare plan sheets for additional abutment details
- 5.4.6. Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- 5.4.7. Prepare special provisions and special specifications in accordance with the above-listed manuals and guidelines

6. Architectural, Urban Design, and Landscape Services – The Consultant shall coordinate with the City to incorporate plans, sections, details, specifications and estimates that describe the proposed urban design and placemaking improvements, in the bridge layout plans for an aesthetically pleasing appearance to the bridge, which will serve as a gateway feature for the City. The urban design and placemaking improvements may include architectural façade materials for the support structures and elevator enclosures, signage or decorative elements on the bridge superstructure with identifying information as a gateway to the City, decorative lighting elements, landscape features, hardscape features, monuments and signage, or public art improvements.

7. Miscellaneous Items

7.1. Traffic Control Plan (TCP), Detours, Sequence of Construction – The Consultant shall prepare TCP using TxDOT standard details and/or custom Traffic Control Plans subject to approval by TxDOT for work within the TxDOT Right-of-Way. Advanced warning signs shall be shown on any project layout sheet. All TCP appurtenances must be developed in accordance with the latest edition of the TMUTCD and applicable City/State design requirements, to include special approvals such as, night-time work operation, long-term lane closures, and work during peak hours, and others, as required. The Consultant shall implement the current City/State Barricade and Construction (BC) standards and TCP standards as applicable.

7.2. Stormwater Pollution Prevention Plans (SW3P) – The Consultant shall develop SW3P in conformance with the TCP to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and required permanent erosion control. The SW3P shall be incorporated into the plan set via erosion/sedimentation control plan and tree protection sheets. The report and forms of the SW3P to meet City, TxDOT, and HUD requirements shall be incorporated into the project manual for bidding.

7.3. Estimate – The Consultant shall independently develop and report quantities necessary to construct the project in a bid format at the specified deliverable milestones and Final PS&E submittals. The Consultant shall prepare and submit a basis of estimate for all pay quantities and submit to the City for each milestone deliverable. Escalation and contingency shall be clearly shown and separate from bid items.

7.4. Specifications and General Notes – The Consultant shall identify and prepare necessary standard specifications, special specifications, special provisions, and the appropriate reference items for inclusion in the construction manual, plans, and pertinent bidding documents.

8. Environmental Permits Issues and Commitments (EPIC) Sheets – The Consultant shall complete the latest version of the EPIC sheets, as required. These sheets must be signed, sealed

and dated by the Consultant as indicated in the signature block. The final sheets must be submitted for City signature. The EPIC sheets are supplemented by the City-required erosion/sedimentation control and tree protection plan sheets and standard details.

- 9. Plan Preparation** – Plans shall facilitate City reviews in accordance with applicable design review checklists for the following milestone deliverables at schematic, 60%, and 90%. Prior to the 60% submittal, the Consultant shall schedule a workshop to review conceptual traffic control plans, 3D models and/or design cross-sections with the City. The City will review the proposed profiles, 3D models (if applicable), and cross sections.
- 10. Construction Phase Services** – The Consultant shall provide Construction Phase Services at the written request of the City’s Project Manager. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:
- 10.1.** Review and approval of shop drawings
 - 10.2.** Responding to requests for information (RFIs)
 - 10.3.** Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets and an updated copy of the 3D model (if applicable).
 - 10.4.** Answering general questions
 - 10.5.** Providing clarification
 - 10.6.** Other project related tasks in support of the City & State during construction

SOLICITATION SCHEDULE

RFQ Date Issued	March 25, 2026
Pre-Submission Questions Deadline:	April 10, 2026, 5:00 PM
Solicitation Due Date:	April 24, 2026, 11:00 AM
Notification of Intent to Award (estimated)	Summer 2026
Contract Start Date (estimated)	Summer 2026

POINT OF CONTACT

The RFQ Coordinator is the sole point of contact for this procurement from advertisement through award. All communication between the Consultant and the City on release of this RFQ shall be with the RFQ Coordinator through the CivCast platform. The RFQ Coordinator is listed below.

Name	Bridget Elmore
E-mail Address	belmore@thegoodmancorp.com

Any other communication will be considered unofficial and non-binding on the City. No City official is intended or implied that specifications may be amended, or alterations accepted prior to proposal opening without written approval of the RFQ Coordinator. Consultants are to rely on written statements issued by the RFQ Coordinator only.

To ensure the fair evaluation of a solicitation, the City prohibits unsolicited communication initiated by the Consultant to a representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between Consultant and the City will be initiated by the RFQ Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. **Unsolicited communication may be grounds for disqualifying the offending Consultant from consideration for award.**

STATEMENT OF QUALIFICATIONS

Interested and qualified firms or teams are invited to submit one (1) digital copy through CivCast of their Statement of Qualifications, which demonstrates their experience in performing projects of this scale and complexity. Documentation should be limited to 30 pages and should include:

- 1. Cover Letter (Limit One Page)**
 - 1.1. Must be signed by the Consultant's authorized representative.
 - 1.2. Indicate the Consultant's commitment to provide the services proposed.
- 2. Executive Summary (Limit Two Pages)**
 - 2.1. Brief overview of the proposed plan to execute the scope of work and the key personnel who will be responsible for seeing the project through completion.
- 3. Section 1 - Qualifications and Organization Capacity**
 - 3.1. Identification of the firm/team responding to the RFQ. If a team of firms is proposed, the following will be identified:
 - 3.1.1. Organization chart.
 - 3.1.2. A brief description of each firm/team member should be provided along with a list of major services offered by each firm/team member.
 - 3.1.2.1. All architectural and engineering firms must provide registration numbers with the State of Texas.
 - 3.1.3. A summary demonstrating the firm's/team's qualifications to satisfy all the technical areas identified in the scope of work. If the Consultant anticipates the need for additional disciplines, please include and document same.
 - 3.1.4. List of key firm/team members proposed to work on the project with a brief summary/resume of their experience.
 - 3.1.5. All associated licenses as required to provide the scope of work.
- 4. Section 2 - Experience on similar past projects**
 - 4.1. Provide the information as described in the Scoring Criteria section.
 - 4.2. If applicable, please provide the following information:
 - 4.2.1. Similar design examples of pedestrian bridges with photos or renderings.
 - 4.2.2. Knowledge of the Central Texas area, and history of practicing architecture in the area.
 - 4.2.3. Any work history with the City of Burnet and/or in the City, with TxDOT, and with HUD funded projects.
- 5. Section 3 - Approach and response to the scope of work**
 - 5.1. Description of proposed plan to execute the scope of work as described in the Scoring Criteria section.
 - 5.2. A proposed schedule of activities for the delivery of the project.
- 6. Section 4 - References**
 - 6.1. A reference list of projects similar to the complexity and scale of the project. The information needed includes:
 - 6.1.1. Client name
 - 6.1.2. Project location
 - 6.1.3. Description of project
 - 6.1.4. Project date
 - 6.1.5. Services provided by the firm/team
 - 6.1.6. Contact information, including contact name and phone number
- 7. Pre-Award Certification Forms (Exhibit B).**
 - 7.1. Conflict of Interest form
 - 7.2. Certificate of Interested Parties (to be completed upon award)

- 7.3. House Bill 89 Verification
- 7.4. Delinquent State Business Tax Certification
- 7.5. Lobbying Certification
- 7.6. Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment
- 7.7. Insurance Documentation

Submittals must be received no later than 11:00 a.m. CDT on April 24, 2026, and delivered through CivCast. Late submittals will not be considered and will be returned unopened. Consultants are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete submissions may lead to a Consultant being deemed non-responsive. Non-responsive submissions will not be considered.

SCORING CRITERIA

Consultants will be evaluated on the following areas as a "Pass/Fail" basis:

1. Responsiveness – A Consultant that responds to all material requirements of any solicitation will be deemed responsive.
2. Responsibility – A business entity or individual who has integrity and reliability, as well as the financial and technical stability and capacity to perform the requirements of the solicitation and subsequent contract, will be deemed responsible.

Consultants will be evaluated on technical expertise for the scope of work detailed within. Consultants will be assigned a point value by the Evaluation Committee on the following categories:

1. **Qualifications and organization capacity (30 points)** – Consultants should provide the following items:
 - 1.1. Number of years in relevant business field and resources to provide the required scope of work.
 - 1.2. Staff experience and qualifications that demonstrate the Consultant's capacity to perform the required services.
 - 1.3. Provide an organizational chart that highlights all key personnel, specialists, and consultants to be used on this project.
 - 1.4. Provide resumes of key personnel that provide information on previous related work.
2. **Experience on similar past projects (35 points)** – Consultants should identify similar or related work as described in the Scope of Work. The City of Burnet may consider past performance if the Consultant has worked with the City on previous projects. For each project identified, the Consultant should provide:
 - 2.1. Project name and location
 - 2.2. Client name and contact person with contact information
 - 2.3. Size or length of the project
 - 2.4. Services performed
 - 2.5. Dollar value of the project
 - 2.6. Funding source
 - 2.7. Start and completion dates
3. **Approach and response to the scope of work (25 points)** – Consultants should provide a detailed description of how you would approach the pedestrian bridge, analyze the problems listed in the scope of work, and ensure that solutions would be effective.
4. **References (10 points)** – Consultants should provide three (3) references of past projects completed within the last five (5) years of a similar scope. Projects that utilize HUD or federal funding, similar pedestrian bridges, or work with similar sized cities should be highlighted.

RFQ EVALUATION AND SELECTION

Only complete responses containing the required submittal documents and meeting qualifications will be considered. Minor inconsistencies or deviations may be waived at the City's sole discretion. The City will select the firm deemed best fit and based on qualifications, criteria for which shall be determined by the City during evaluation.

The City will establish an Evaluation Committee that will evaluate submittals against the scoring criteria listed in this RFQ. All submittals will be scored independently against the criteria. Upon the completion of the evaluation, the Evaluation Committee may choose to interview all Consultants or develop a shortlist of Consultants that fall within a competitive range. If the City decides interviews are necessary, the Evaluation Committee will send a written request to Consultants to schedule such an interview. Following any interviews, the Committee will summarize their findings and recalculate the scores.

All responses to this RFQ will be evaluated based on criteria developed by the City. The committee may ask the Consultants to come in for a personal interview before a final selection, based upon qualifications, made by the committee. The committee's selection will be taken to the City Council for approval.

Following evaluation, the City's project manager or City Manager may select an individual and recommend award. The City will not pre-pay any individual to begin any type of work; payment will only be made after the completion of the work, or specific portions thereof, as determined by the City. The City also reserves the right to reject any or all persons and firms. The City also reserves the right to reject any or all RFQs, accept any RFQ deemed most advantageous, waive any irregularities or informalities in any RFQ received, and revise the process schedule as circumstances require. The selected firm will be required to comply with all applicable federal, state, and local requirements.

SPECIAL CONDITIONS

This project has been funded through the FY2024 Community Project Funding through the Department of Housing and Urban Development. All procurements and contracts shall be compliant with HUD guidelines and the Uniform Guidance, 2 CFR 200. For more information regarding the grant type, please find the grant guide at the link provided: https://www.hud.gov/sites/dfiles/CPD/documents/EDI_CPF_Grant_Guide.pdf

Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is in Exhibit B. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Consultant's proposal.

Texas Public Information Act

All information submitted is subject to the provisions of the Texas Public Information Act (TPIA), located in Chapter 552 of the Texas Government Code. Consultants may mark any information submitted, including their financial information, as confidential, trade secret, proprietary, or any other designation of choice. The City will notify any Consultant should their information be requested

under the TPIA, and Consultants will have an opportunity to assert their own arguments to the Texas Attorney General as to why their information should be excepted from public disclosure.

Compliance with Certain State Law Requirement

Anti-Boycott of Israel. Contractor certifies that vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Anti-Boycott of Energy Companies. Contractor certifies that Vendor is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

Anti-Boycott of Firearm Entities or Firearm Trade Associations. Contractor certifies that the vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement neither vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of vendor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

EXHIBIT A – FEDERAL CONTRACT PROVISIONS*APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS AND ADDITIONAL HUD SPECIFIC CLAUSES*

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

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all

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

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory City other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country
 - d. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
12. Domestic preferences for procurements. As appropriate and to the extent consistent with

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

a. For purposes of this section:

- i. "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.
- ii. "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.

ADDITIONAL FEDERAL CONTRACT CLAUSES – HUD AND STATE OF TEXAS CLAUSES

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.334 -200.338)

Contractor must provide the Owner (City), the State of Texas, the U.S. Department of Housing and Urban Development (HUD), or any related federal agencies or their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within The City or note in bid that records will be available within the boundaries of the City to those representatives within twenty-four (24) hours of request by the City. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability 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 community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD

guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to the City, the City reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to the City, the City reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after November 1, 2009.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates the City or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor

to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

EXAMINATION AND RETENTION OF RECORDS

Until three years after final payment under this contract, HUD shall have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

FAIR LABOR STANDARDS ACT

Contractor must comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless the City from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation for Bids. Certification of such coverage must be provided to the City upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PARTICIPATION BY MINORITY, VETERAN & WOMEN-OWNED BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- a. Placing qualified businesses on solicitation lists;
- b. Assuring these businesses are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation ;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such businesses; and
- e. 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.

Contractors and subcontractors are required to facilitate participation. Contractors are encouraged to utilize such firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work.

Contractor and subcontractors must facilitate participation and take all affirmative steps to utilize such firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)

Section 109 of the Act requires that no person in the United States shall on the grounds 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 receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

VALUE ENGINEERING

Pursuant to 2 CFR 200.318, value engineering provisions shall apply to all construction contracts in excess of \$100,000. Adjustment in contract prices and allowances for implementation costs shall be in accordance with this provision and shall only be considered if and when the value engineering change proposal is approved by the procurement officer.

WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject to 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or

a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

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.

Certificate of Interested Parties

For reference only, this form is filled out with the awarded Contractor online
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
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5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

Date

Signature of Company Representative

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2026.

NOTARY SEAL
Notary Signature

Date

Delinquent State Business Tax Certification

All Consultants shall certify that Consultant (prime contractor) is not delinquent in a tax owed the state under Chapter 171, Tax Code, pursuant to the Texas Business Corporation Act, Texas Statutes, Article 2.45.

DATE: _____
SIGNATURE: _____
NAME / TITLE: _____
CONSULTANT/
CONTRACTOR: _____

Lobbying Certification Form

The Consultant/Contractor certifies that to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

CONSULTANT/

CONTRACTOR: _____

Prohibition on Certain Telecommunications and Video Surveillance Service or Equipment

Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractors represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the City that would cause the Agency to be in violation of the prohibition contained in the Act.

DATE: _____
SIGNATURE: _____
NAME / TITLE: _____
CONSULTANT/
CONTRACTOR: _____