



CITY OF BUDA

## REQUEST FOR PROPOSALS

**RFP Reference Number:** 22-006

**Project Title:** GRANT MANAGEMENT SERVICES

**Submission Closing Date:** February 2, 2022 @ 2:00 P.M. (Local Time)

**REQUEST FOR PROPOSALS**  
**RFP# 22-006**  
**GRANT MANAGEMENT SERVICES**

Issued by the City of Buda, Texas

Sealed proposals will be accepted until **2 PM CT, February 2, 2022** and then publicly opened and read aloud thereafter.

---

Legal Name of Responding Firm SAM.GOV ID#

---

Contact Person Title

---

Telephone Number E-Mail Address

---

Street Address of Principal Place of Business City/State Zip

---

Complete Mailing Address City/State Zip

Acknowledgment of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

By signing below, you hereby certify that the information contained in this submittal and any attachments is true and correct and may be viewed as an accurate representation of proposed goods or services to be provided by this organization. You agree that failure to submit all requested information may result in rejection of your company's submittal as non-responsive. You certify that no employee, board member, or agent of the City of Buda has assisted in the preparation of this submittal. You acknowledge that you have read and understand the requirements and provisions of this solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of any awarded contract. And furthermore, that you certify that you are legally authorized to sign this offer and to submit it to the City of Buda, on behalf of said respondent by authority of its governing body.

---

Authorized Signature

**Note: Complete and submit this page as the cover page of your proposal.**

# Request for Proposals

## 1. Introduction

- A. Project Overview: The City of Buda is issuing a Request for Proposals (RFP) with the intent of awarding a contract for the delivery of professional services described in Appendix A – Scope of Services.
- B. Contract parties: The City of Buda, may herein be referred to as “the City”. The person or company responding to the solicitation may heron be referred to as the “Offeror”.
- C. Questions: Following are contacts for questions, as identified:
  - i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to Purchasing Manager as identified in Section 2 below.
  - ii. Scope of Service Questions: All questions related to the RFP should be submitted in writing to the Purchasing Manager as noted in Appendix A – Scope of Services.
  - iii. Replies: Responses to inquiries that directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to the City’s website at <https://ci.buda.tx.us/purchasing>. All such addenda issued by City before the submittal deadline shall be considered part of the RFP. The City will not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iv. Acknowledgement of Addenda: The Offeror must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the RFP response.
- D. Notification of Errors or Omissions: Offerors shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- E. Disclosure Requirements For Vendors (Conflict of Interest Questionnaire Form CIQ): Per Chapter 176 of the Texas Local Government Code, a vendor who submits to the City of Buda a response to a request for proposals or bids, shall file a completed conflict of interest questionnaire **if** the vendor has a business relationship with a local governmental entity that meets the conditions of the statute.

If Offeror falls under the requirements of Chapter 176, and submits a proposal in response to this RFP, a conflict-of-interest questionnaire (Attachment II) must be completed and included with the proposal.

- F. Form 1295 Certificate of Interested Parties: If selected for award of a contract, the Offeror will be contacted to file a Form 1295 with the Texas Ethics Commission. Texas law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract

may be signed or (2) has a value of at least \$1 million. Please go to the Texas Ethics Commission webpage ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your RFP submission.

## 2. **General Information**

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Responses to RFPs are not available for public inspection until after the contract award. If the Offeror has notified the City, in writing, that a response to the RFP contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Texas Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

## 3. **RFP Withdrawals and/or Amendments**

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the RFP submittal deadline and will endeavor to notify all potential Offerors that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

## 4. **Proposal Submittal Requirements**

A. Proposal Submission: Failure to follow these submission instructions may result in disqualification of your submittal. Please submit the following:

- one (1) electronic copy
- five (5) hard copies

Deliver the hard copy in a sealed envelope to the address below:

City of Buda  
Attn: Purchasing Bid Box  
405 E. Loop Street  
Building 100  
Buda, TX 78610

**IMPORTANT**: Write "SEALED PROPOSAL" with the RFP Number, Name, and Due Date on the outside of the shipping package. Failure to do so may result in a misdirected proposal, which may become late if not delivered to the Purchasing Bid Box by the solicitation closing time. Faxed, emailed or late proposals will be ineligible and not accepted for consideration. It

is the responsibility of the respondent(s) to ensure that the proposals are received at the City address as described above by the designated due date and time. City assumes no responsibility for delays caused by postage, mail courier, email, package misdirection or any other form of delivery. Late proposals will not be opened nor considered in the evaluation of the proposal. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening. Proposals received will be publicly opened after the solicitation closing time at the address above. Persons wishing to attend the opening should notify the City Hall receptionist upon arrival. A staff member will escort attendees to the opening location. Only the names of the respondent(s) submitting a proposal will be read aloud. No other information will be disclosed at that time. Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the proposal submitted, unless the respondent indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Public Information Act. All information obtained during this solicitation will become property of the City of Buda.

- B. Submittal Packet – Required Content: All documents for consideration as part of the proposal must be physically submitted to the City on or before the closing time. Packets will be date stamped at time of receipt. The City does reserve the right to request additional information during the evaluation process, including Best and Final Offers from those offerors submitting proposals considered reasonably qualified.
- C. Submittal Deadline: It is the Offeror’s responsibility to have the proposal documents correctly physically submitted by the submittal deadline. No extensions will be granted, and no late submissions will be accepted.
- D. Responses to the RFP Received Late: Offerors are encouraged to submit their response to the RFP as soon as possible. The time and date of receipt as recorded with Purchasing Manager or designated receiver shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late responses to the RFP will not be considered under any circumstances.
- E. Alterations or Withdrawals of RFP Document: Any submitted response to the RFP may be withdrawn or a revised proposal may be substituted before the RFP submittal deadline. Responses to the RFP cannot be altered, amended, or withdrawn by the Offeror after the submittal deadline, unless such alteration, amendment, or withdrawal notice is requested or approved in writing by the Purchasing Manager.
- F. RFP Document Format: Responses to the appendices A and B shall be limited to a maximum of 16 single-sided pages (i.e., a single side equals a single page). Covers, dividers, resumes, or required Attachments 1-14 do not count toward the maximum page limit. All RFP Documents should be prepared in single-space type, at a minimum of 11pt. font on standard 8-1/2” x 11” vertically oriented pages, numbered at the bottom. **Please provide one (1) signed original, four (4) printed copies, and an electronic copy in PDF format via flash drive.** The City may waive any part of this paragraph at its discretion.

The City only accepts physical submissions. Any other format (via telephone, fax, email, etc.) will be rejected by the City.

- G. Validity Period: Once the submittal deadline has passed, any RFP document shall constitute an irrevocable offer to provide the commodities and/or services set forth in the Scope of Services. Such offer shall be irrevocable until the earlier of the expiration of ninety (90) days

from the submittal deadline, or until a contract has been awarded by the City.

**5. RFP Evaluation and Contract Award**

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made in accordance with the Texas Local Government Code and with the City’s purchasing policy. The City will evaluate all proposals. Once proposals have been evaluated, the City may conduct discussions with the offeror or offerors whom the City determines to be reasonably qualified for the award of the contract. To obtain the best offers, the City may allow the submission of revisions after proposals are submitted and before the award of the contract.
- B. Should the City award this contract, it shall award it to the responsible Offeror whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals
- C. Completeness: If the response to the RFP is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Offeror’s proposal non-responsive, or whether the variance may be cured by the Offeror or waived by the City, such that the response to the RFP may be considered for award.
- D. Ambiguity: Any ambiguity in the response to the RFP as a result of omission, error, lack of clarity or non-compliance by the Offeror with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Statement of Qualifications, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the unit price governs.
- F. Additional Information: City may request any other information necessary to determine Offeror’s ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the items/services to different Offerors based on the responses to this RFP, or to reject any and all responses to the RFP and re-solicit the RFP, as deemed to be in the best interest of City.
- H. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Buda for cause:
  - i. The successful Offeror fails to perform in accordance with the provisions of these specifications; or
  - ii. The successful Offeror violates any of the provisions of these specifications; or
  - iii. The successful Offeror disregards laws or regulations of any public body having jurisdiction; or
  - iv. The successful Offeror transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

- v. If one or more of the events identified in subparagraphs i) through iv) occurs, the City of Buda may terminate the contract by giving the successful Offeror seven (7) days written notice. In such case, the successful Offeror shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Offeror shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi. When the contract has been so terminated by the City of Buda, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- I. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.
  - J. Public Information: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
  - K. Force Majeure. It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
  - L. House Bill 89 Verification Form: Passed by the Legislature in 2017, House Bill 89 prohibits a governmental entity, including a school district, from entering into a contract for goods or services with a company unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract (Texas Government Code 2270.002). The form must be completed and included in the Offeror's response in order to ensure compliance with House Bill 89. Failure to enclose a verification form may result in Offeror's response being deemed non-responsive.
  - M. Government Contract and Purchasing Rider: The Government Contract and Purchasing Rider (Attachment XIV) shall be signed by the Offeror and attached as an appendix to the Offeror's submittal.

## 6. Federal Funding Requirements

The City intends to fund all, or part of the expenditures made under this solicitation with federal funds. Therefore, the offeror awarded a contract from this solicitation will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL

AWARDS, including but not limited to:

- A. Davis-Bacon Act. If applicable, offeror agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- B. Contract Work Hours and Selection Standards. Offeror agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- C. Rights to Invention Made Under Contract or Agreement. Offeror agrees to comply with all applicable provisions of 37 CFR Part 401.
- D. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Offeror agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- E. 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 authority other than Executive Order 12549.
- F. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded contractor 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; 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.
- G. Restrictions on Lobbying. Offeror is prohibited from using monies for lobbying purposes; Offeror shall comply with the special provision “Restrictions on Lobbying” found in the attachments to this solicitation.
- H. Drug-Free Workplace. Offeror shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.
- I. Civil Rights Compliance.
  - 1. Compliance with Regulations: Offeror will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.
  - 2. Nondiscrimination: Offeror, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror will not participate directly or indirectly in the discrimination



prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Offeror for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Offeror of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
  4. Information and Reports: Offeror will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror is in the exclusive possession of another who fails or refuses to furnish this information, Offeror will so certify to and will set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance: In the event of Offeror's noncompliance with the Nondiscrimination provisions of this Agreement, the City will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Offeror under this Agreement until the Offeror compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
  6. Incorporation of Provisions: Offeror will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror will take such action with respect to any subcontract or procurement as the City, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Offeror becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Offeror may request the State to enter such litigation to protect the interests of the State. In addition, Offeror may request the United States to enter into such litigation to protect the interests of the United States.
- J. Disadvantaged Business Enterprise Program Requirements. Offeror shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Offeror, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*
- K. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract,

Offeror, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
  2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
  3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
  4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
  5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
  6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
  7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and Offerors, whether such programs or activities are Federally funded or not).
  8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
  10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- L. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:
1. Receive payments from state funds under a contract to provide property, materials or services; or

2. Receive a state-funded grant or loan

M. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. 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.

N. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federally funded award, provides 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 requirement of this section includes all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "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.
- (2) "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.

O. Contract Cost and Price.  
Per 2 CFR 200.324:

If the cost of the proposal is in excess of \$250,000.00, the City must negotiate profit as a separate element of the proposal's price. To establish a fair and reasonable profit, the City's consideration

will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

## 7. **Insurance Requirements**

The City has the following financial responsibility provisions:

- A. **Insurance:** The Offeror certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
  - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

## Appendix A – Scope of Services

1. **Project Title:** 22-006 GRANT MANAGEMENT SERVICES

2. **Scope of Services Contact:**

Please direct all questions about the content of this RFP to the City of Buda Purchasing Manager, Charlie Oberrender, at [purchasing@ci.buda.tx.us](mailto:purchasing@ci.buda.tx.us).

3. **RFP Evaluation Factors:**

Emphasis	Factor
5%	<b>RFP Conformance:</b> Preparation of a qualifications statement completed in accordance with the terms of the solicitation.
35%	<b>Pricing:</b> Fair and reasonable pricing based on the anticipated project deliverables.
20%	<b>Capability and Experience:</b> Demonstration of capability to perform and successfully achieve all requirements, either directly or through qualified sub-consultants. Demonstration of experience in managing other grants through FEMA, TDEM, or other related Federal or state agencies.
20%	<b>Quality:</b> Demonstration of results of work on similar municipal government like-type projects. Demonstration of success in achieving and successfully managing grant applications through project completion.
10%	<b>Key Personnel:</b> Provision of Project personnel with applicable professional background and experience – specific associates that will directly support for the long-term for the City of Buda.
5%	<b>Familiarity/Proximity:</b> Demonstration of familiarity with and proximity to the City of Buda.
5%	<b>Historically Underutilized Business (HUB)</b>

4. **Key Events Schedule:**

Task	Date
RFP Release Date	January 12 2022
Deadline for Submittal of Written Questions to <a href="mailto:purchasing@ci.buda.tx.us">purchasing@ci.buda.tx.us</a>	January 26, 2022
Sealed Response to RFP Due to City	February 2, 2022 @ 2 p.m.
Execute Contract	February 2022

5. **Scope of Services:**

- A. Community Overview: The City of Buda is in the greater Central Texas region within the Austin-Round Rock Metropolitan Statistical Area (MSA) and boasts a population nearing 20,000 residents in the city limits. Located in northern Hays County on IH 35, Buda is approximately 15

miles south of downtown Austin and 15 miles north of San Marcos.

Since 2000, Buda is one of the fastest growing cities in the state of Texas largely attributed to its proximity to Austin and its location along the Interstate 35 corridor. Buda was designated as the “Outdoor Capitol of Texas” by the Texas Legislature.

- B. Request for Proposals: The City of Buda, Texas is seeking to enter into a services contract with a competent consultant/managing firm to assist the pre-award and post-award management required by the City for the implementation of a FEMA HMGP Mitigation Project to increase resilience due to the impacts of climate change, if the City is awarded a State contract(s).

The following outlines the Request for Proposals.

Scope of Work: The management consultant or firm to be hired is to provide contract-related management services to the City including, but not limited to, the following:

- i. Pre-Award\* (services associated with developing and requesting Federal disaster assistance)
    1. Grant Writing and Application Preparation
    2. Respond to Requests for Information (RFI) regarding FEMA projects
    3. Facilitate Benefit-Cost Analysis (BCA) with engineering firm or local staff
    4. Assemble Environmental and Historic Preservation Review (EHP)
    5. Participate in Public Outreach if applicable (e.g. advertising, public meetings)
    6. Act as Liaison between project engineer, the State, and FEMA
    7. Attend workshops and meetings related to the development and submission of the application
  - ii. Post-Award Grant Management Activities: (services associated with administering Federal disaster assistance)
    1. Record-keeping and financial management
    2. Environmental clearance procedures
    3. Real property acquisition procedures under Uniform Act
    4. Equal employment opportunity requirements
    5. Project Management (e.g. quarterly reports, reimbursement requests)
    6. Technical Monitoring (e.g. site visits, technical meetings)
    7. Monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget
    8. Project close-out assistance
- C. Submittals: The City is seeking to contract with a competent management consultant firm that has had experience in grants/contracts management. Please provide the following information:
- i. Brief history of the proposing entity, including general background, knowledge of and experience working with the relevant agency
  - ii. Related experience in applying for federally funded construction projects
  - iii. A description of work performance and experience with HMGP including a list of at least 3 references from past local government clients
  - iv. A statement substantiating the service provider’s resource and the ability to carry out the scope of work requested in a timely manner
  - v. Describe the service providers capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation

- D. Pre-Award cost must be identified as separate line items in the cost estimate of the application. Costs associated with implementation of the activity but incurred prior to Federal award or final approval are not eligible. If an award is not made, Pre-Award costs will not be reimbursed by FEMA. Pre-award costs are reimbursed when the project is approved and funded.

Note: Projects with specialized or complex technical information such as drainage projects will include two phases. Phase 1 will be for developing Hydrological and Hydraulic Studies, feasibility studies, and other technical studies. After Phase 1 deliverables have been developed and analyzed, a new BCA will be performed, and any necessary changes will be made in the Scope of Work and Budget. When Phase 1 deliverables have been approved by TDEM and FEMA, Phase 2 funding will follow.

Proposed Cost of Services: These include a proposed cost by project of what you or your firm feels is appropriate for each area of the Scope of Work. Please note that the City/County will not use lowest/best bid as the sole basis for entering into this contract.

\* If an award is not made, pre-award expenses will not be reimbursed by FEMA. Pre-award expenses are reimbursed when the project is approved and funded.

Affirmative Action: The City is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended.

## Appendix B – Proposal

***REQUIRED RFP INFORMATION. IN ORDER FOR A RESPONSE TO THIS RFP TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, OFFEROR MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:***

1. Cover Sheet

The cover page of your proposal shall be the completed page 2 of this solicitation document.

2. Offeror's Letter

Provide a cover letter summarizing the Offeror's qualifications. The letter must be signed by an authorized representative of the Offeror.

3. Offeror's Staff

A. Project Team: Identify all members of the Offeror's team (including both team members and management) who will be providing any services proposed and include information which details their experience. Please provide resumes for all team members in an appendix.

B. Removal or Replacement of Key Staff: If an assigned staff person must be removed or replaced for any reason, the Offeror must pre-notify the City of the replacement person prior to performance on the project.

C. Business Establishment: State the number of years the Offeror's business has been established and operating. If Offeror's business has changed names or if the principals operating the business operate any similar businesses under different names or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided.

State the number of years' experience the business has: \_\_\_\_\_; and the number of employees: \_\_\_\_\_.

D. Project Related Experience: All responses to the RFP must include detailed information that details the Offeror's experience and expertise in providing the requested services that demonstrates the Offeror's ability to logically plan and complete the requested project.

E. Confidentiality/Non-Disclosure Agreement: The Offeror shall attach to its response to the RFP, it's recommended confidentiality and non-disclosure agreement that will apply to the Offeror and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the city in locations where Offeror may have access. A successful Offeror shall be required to modify any such agreements so that they are applicable to Offeror's business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the City Attorney's Office.

4. Offeror's Experience and Qualifications

A. Describe experience in providing grant management services and other services identified in the Scope of Services.

B. Describe experiences working with granting agencies.

C. Describe capability to perform all aspects of the Project Scope of Services, either directly or through qualified sub-consultants; identify all proposed sub-consultants.



- D. Describe experience in preparing display materials and conducting outreach meetings for the purpose of providing public information and building stakeholder consensus.
- E. Describe proposed Project personnel with applicable professional background and experience.
- F. Describe established QA/QC programs to ensure quality; competency in work on similar projects previously undertaken; and ability to finish projects within specified times and a stipulated project budget.
- G. Describe the process for managing and reporting the project budget. Include with your proposal a sample project budget report. Please provide a sample budget.
- H. Describe familiarity with and proximity to the City of Buda.

5. Offeror’s References

Offeror shall provide four (4) references where Offeror has performed similar to or the same types of services as described herein. Please provide the client contact information including phone and email, project description and date the work was performed.

Example Reference Format:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Required Attachments

Please include signed copies of the attachments (ATTACHMENT I thru XIV) appended to the back of this solicitation document. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. If an attachment does not apply, please mark as “Not Applicable” and submit with the proposal.

**ATTACHMENT I:  
HOUSE BILL 89 VERIFICATION (REVISED)**

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, does hereby depose and verify that the Company named above, under the provisions of Texas Government Code Chapter 2271:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with City of Buda, Texas.

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.

3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either

- (i) it meets an exemption criterion under Section 2270.002; or
- (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 –exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

- A. Contract between a governmental entity and a company with less than 10 full-time employees
- B. Contract has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

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



**ATTACHMENT III:  
OFFEROR'S REPRESENTATIONS**

Offeror makes the following representations as required in the RFP:

- A. **Gratuities/Bribes:** Offeror certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Offeror, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- B. **Financial Participation:** Offeror certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- C. **Required Licenses:** Offeror certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- D. **Authority to Submit Proposal and Enter Contract:** The person signing on behalf of Offeror certifies that the signer has authority to submit the Proposal on behalf of the Offeror and to bind the Offeror to any resulting contract.
- E. **Anti-Boycott of Energy Companies.** Offeror verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement. This provision excludes a company with 10 or more full-time employees and a contract that has a value of \$100,000 or more to be paid wholly or partly from the entity's public funds, as well as a sole proprietorship as a contractor for purposes of this prohibition.
- F. **Nondiscrimination Against Firearm and Ammunition Industries.** Offeror verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
- G. **Public Information.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposal.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT IV:  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT V:  
CERTIFICATION REGARDING LOBBYING**

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

1. No 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 officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
2. 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, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror’s proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT VI:  
DRUG-FREE WORKPLACE CERTIFICATION**

The \_\_\_\_\_ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

\_\_\_\_\_ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

(Acknowledgement Follows)

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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



**ATTACHMENT VII:  
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

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

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the City, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NC shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the City.

No officer, manager or paid consultant of the contractor is married to a member of the City.

No member of City directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the City receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the City of Buda any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the City as it relates to this contract.

(Acknowledgement Follows)

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT VIII:  
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT XI:  
CERTIFICATION OF GOOD STANDING  
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

- Type of Business (if not corporation):
- Sole Proprietor
  - Partnership
  - Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT X:  
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR  
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. In order to obtain points in the evaluation process, an offeror who is a HUB should identify themselves and submit a copy of their certification.

The City recognizes the certifications of the State of Texas Program. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774  
(512) 463-6958  
<http://www.window.state.tx.us/procurement/prog/hub/>

**Submitter must include a copy of its HUB certification documentation as part of this solicitation.**  
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

**Indicate all that apply:**

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT XI:  
FINANCIAL RESPONSIBILITY PROVISIONS**

Offeror makes the following representation as required in the RFP:

1. Offeror's Financial Responsibility Provisions

- A. **Insurance:** The Offeror certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
  - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
  
- B. The awarded vendor will be required to provide a current certificate of insurance to the City prior to execution of any agreement.

**Acknowledgment of Insurance Requirements**

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance may be requested to be submitted following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Offeror's proposal.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT XII:  
CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

If this contract is a federally assisted construction contract” as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

*The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:*

*During the performance of this contract, the contractor agrees as follows:*

*(1) 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.*

*(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge 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.*

*(4) 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.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) 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.*

*(7) 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.*

*(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*



*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings*

**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's proposals.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

**APPENDIX XIII:  
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**Acknowledgment**

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

Signature of Authorized Representative: \_\_\_\_\_

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

**ATTACHMENT XIV:  
CITY OF BUDA CONTRACT RIDER**

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER  
FOR CONTRACTS WITH THE CITY OF BUDA, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are **BINDING** and **SUPERSEDE** any and all other terms and/or conditions whether oral or written.

**Application.** This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF BUDA, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (“Contract”) (attached hereto) of \_\_\_\_\_, (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

**22-006 Grant Management Services**

**Payment Provisions.** The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

**Multiyear Contracts.** If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

**No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and

fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**Cancellation.** the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

**Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

**Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract

must be filed in a court that has jurisdiction in Hays County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Anti-Boycott Israel Verification.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more 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.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing 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. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

**Iran, Sudan, and Foreign Terrorist Organizations.** The *signatory executing the Contract on behalf of Vendor* represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list

prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF BUDA, TEXAS

By: \_\_\_\_\_  
Kenneth Williams, City Manager

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

\_\_\_\_\_  
Vendor

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

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

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

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