



City of Huntsville
1220 11th Street
Huntsville, Texas 77340
Lucy Gonzalez, Procurement Manager
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REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-10 “Autumn Road Culvert Replacement”

RETURN SEALED RFQ:

City of Huntsville
City Secretary
c/o Purchasing Department
Service Center
448 State Highway 75 North
Huntsville, Texas 77320

Sealed solicitations shall be received no later than:

2:00P.M., Central Time
February 24, 2026

MARK ENVELOPE: “Solicitation Packet 26-10”
ALL PAGES MUST BE INITIALED AND RETURNED, IF
NOT BID MAY BE REJECTED.

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Tentative Schedule of Events

The anticipated schedule for this solicitation is as follows. The City reserves the right to modify these dates as necessary.

February 5, 2026 – Release RFQ

February 7 and February 14, 2026 - Legal Advertisement

February 16, 2026 – Questions Due to the Procurement Manager

February 18, 2026 – Final Addendum Posted

February 24, 2026 at 2:00 P.M. – Public Opening

February 25 – February 27, 2026 – Interviews with Selected Respondents

March 2026 – Award Preparation

Introduction

The City of Huntsville, Texas (“City”) is seeking qualified engineering firms to develop design plans and specifications for a drainage improvement project at 3391 Autumn Road (Spring Lake Water Plant). This project is funded by a grant from the Texas General Land Office (GLO) under the Regional Mitigation Program (RMP) and the procurement will be conducted in accordance with GLO and HUD requirements for federally funded projects. The City intends to select an engineering firm through this Request for Qualifications (RFQ) based on demonstrated competence and qualifications (no cost proposal required), with the goal of mitigating flooding and erosion issues in the project area through proper design of culvert and channel improvements.

The City recognizes and values the time and resources required to prepare a Statement of Qualifications. We encourage interested firms to notify us if any part of this RFQ presents unnecessary barriers or unclear requirements. Our intent is to foster open competition and to ensure a fair and accessible process for all eligible providers.

General Instructions

RFQ packets must be delivered in a sealed envelope to:

**The City of Huntsville
Attention of City Secretary
c/o Purchasing Department
City of Huntsville Service Center
448 State Highway 75 North
Huntsville, Texas 77320**

Solicitation Packets must be received by

February 24, 2026 at 2:00 P.M. Central Time

Submissions must be sealed in an opaque envelope clearly marked **“RFQ Packet NO. 26-10 Autumn Road Drainage Project Engineering Services.”** It is the sole responsibility of the respondent to ensure the packet is received at the designated location before the deadline.

Late submissions—those received after **2:00 P.M. Central Time on February 24, 2026**—will not be considered and will be returned unopened if properly marked.

A public reading of all timely responses will be held at the submission deadline at the **City of Huntsville Service Center, 448 State Highway 75 North, Huntsville, Texas**. All interested parties are invited to attend.

All questions concerning the RFQ should be directed to the Procurement Manager, Lucy Gonzalez, via email at purchasing@huntsvilletx.gov.

Responses

Respondents submitting a response do so entirely at their expense. The City has no expressed or implied obligation to reimburse any individual or firm for any costs incurred in preparing or submitting an RFQ, providing additional information when requested, or participating in any selection interviews.

Information

Details on which commodities and services we purchase or have for sale are available from the Purchasing Department. You may register on the City’s vendor management program at www.huntsvilletx.gov/bids to receive notice of bid opportunities. Additionally, you may register at www.publicpurchase.com.

Termination of Contract

The City or the Firm shall have the right to cancel at any time for any reason on thirty (30) days written notice. The City of Huntsville reserves the right to terminate this agreement if, in the opinion of the City of Huntsville, the successful firm’s performance is not acceptable or if the deliveries and servicing of any resulting contract do not conform to the requirements detailed herein. If, through any cause, the firm fails to fulfill its obligations, or if the firm violates any of the agreements of this solicitation and/or awarded contract, the City has the right to terminate by giving the successful respondent thirty (30) calendar days written notice. During the thirty-day notification period, the City reserves the right to contact and award to other firms. The vendor will be compensated for the satisfactory deliveries performed before the termination date. Contract may be terminated immediately should there be any illegal or unprofessional activities, alleged or otherwise, occurring or suspected of occurring.

Special Terms & Conditions

It is understood that the City of Huntsville, Texas reserves the right to reject any or all products, services and/or qualifications for any or all products and/or services covered in this RFQ and to waive informalities or defects in a RFQ or to accept such qualifications as it shall deem to be in the best interests of the City of Huntsville. The City of Huntsville may reject an RFQ for any omission of requested forms, not limited to the following: insurance, collusion affidavit, respondent information, conflict of interest, and/or signed RFQ document. If less than three RFQ responses are received, the City of Huntsville reserves the right to extend the opening date as it deems to be in the best interest of the City. Each elected respondent will receive an engagement letter per the awarded contract. The City of Huntsville has the sole last and final determination to determine award.

Preparation of RFQ

Each Statement of Qualifications packet must be submitted using the prescribed form. The respondent must initial each page of the City of Huntsville RFQ. If the Statement of Qualifications is submitted by a partnership or corporation, the name and address of the partnership or corporation must be shown, together with the name and address of the partners or corporate officers. Statements of Qualifications submitted by a partnership must be signed by one of the partners. Statements of Qualifications submitted by a corporation must be signed by one of the corporate officials having, under the corporate structure, the power to act in this capacity, and the corporate seal must be affixed to the Statement. Statements of Qualifications submitted by a sole proprietorship must be signed by the proprietor.

Written Modification

Any respondent may modify their response by letter, or other written communication at any time prior to the scheduled closing time for receipt of Statement of Qualifications, provided such written communication is received by the City prior to the closing time and provided further, the City is satisfied that the written modification bears the signature of the respondent. The written communication should not reveal any price but should provide the addition, subtraction, or other modification so that the final terms will not be known by the City until the sealed response is opened. It is the responsibility of the respondent to ensure the modification was received by the City.

Qualification of Respondents

No prequalification of respondents is required. Before award of any contract can be approved, however, the City shall be satisfied that the respondent involved: (1) maintains a permanent place of business, (2) has adequate personnel and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record. The City of Huntsville has the final and sole decision to determine qualifications.

Addenda & Interpretations

No interpretation of the meaning of the specifications of the RFQ will be made to any respondent orally.

Every question or request for interpretation concerning this RFQ shall be directed to the Procurement Manager, Lucy Gonzalez, in writing via e-mail at purchasing@huntsvilletx.gov or sent via mail addressed to the Purchasing Department at 448 SH 75 North, Huntsville, Texas 77320. All questions or requests for interpretation must be received by **February 16, 2026 @ 5:00 P.M.** as addressed above. All questions or requests for interpretation concerning the solicitation received after **February 16, 2026 @ 5:00 P.M.** will be considered void and unacceptable.

A written addendum will be issued as a response and will be posted on or before **February 18, 2026 @ 5:00 P.M.** on the City of Huntsville website, Public Purchase website, and Electronic State Business Daily website. All addenda so issued shall become part of the contract documents, and receipt thereof shall be

Bid # 26-10 Page 4 of 30 Firm Name: _____ Initials: _____

acknowledged in the space provided in the RFQ proposal. It is the responsibility of the respondent to verify all addenda and interpretations.

Laws and Regulations

The respondent's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the requested services and this solicitation shall apply to the award throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Obligation of Respondent

At the time of the opening of the Statements of Qualifications, each respondent will be presumed to have become familiar with the solicitation documents (including all addenda). The failure or omission of any respondent to examine any form, instrument, or document shall in no way relieve any respondent from any obligation with respect to their Statement of Qualifications.

Required Forms

Each respondent will be required to complete the RFQ packet, including the forms in the Required Forms section. Where applicable, the respondent may complete the No Response Statement and/or the Question/Response Form, if provided.

RFQ Tabulation

To obtain RFQ tabulation results, please log on to our website at http://www.huntsvilletx.gov/business/bids_and_RFQs/bid_tabulations/. If you have any other questions, please contact the Procurement Manager, Lucy Gonzalez at (936) 291-5495 or e-mail purchasing@huntsvilletx.gov.

Project Description and Goal

The project involves the replacement of an existing 75-inch diameter railroad tank car culvert (an old railcar with ends removed) under Autumn Road, near its intersection with Summer Lane, that carries Spring Lake's outflow. This existing improvised culvert is undersized and misaligned with the downstream creek channel, causing frequent overflow flooding at the Spring Lake Water Plant and severe erosion on downstream properties. The project will design and implement a properly sized concrete box culvert to replace the railcar culvert, aligning it with the downstream channel to improve flow conveyance.

The primary goal is to mitigate flooding and drainage issues in the Spring Lake area by increasing the capacity of the Autumn Road crossing and improving the efficiency of the drainage channel. Replacing the undersized culvert with a new concrete structure (sized to match the upstream flow and downstream channel) will alleviate flood risk to the water plant and nearby properties and address erosion caused by misaligned flow. This will enhance public safety and infrastructure resilience, and ensure the improvements are long-term and compliant with all state and federal requirements tied to the GLO funding.

Scope of Work

The City is seeking engineering design services for the above-described drainage project. The firm selected will be expected to perform all tasks necessary to produce biddable construction plans and specifications for the culvert replacement and to assist the City in meeting all GLO grant requirements. At a minimum, the scope of services shall include:

Site Investigation & Analysis

Conduct a review of existing data and perform field surveys as needed to assess current conditions. Hydraulic and hydrologic analysis will be required to determine appropriate culvert sizing and alignment with the downstream channel.

Preliminary & Final Design

Prepare engineering drawings and specifications for the culvert replacement and channel de-silting. This phase will include all aspects required for design of the culvert. Designs must meet City standards and GLO grant requirements, and be suitable for permitting, bidding, and construction. The engineer will provide any necessary project descriptions, maps, and cost estimates needed for the environmental review and application processes.

Environmental Coordination

Support the City and grant administrator in preparing documentation for environmental review and permitting. This includes identifying necessary regulatory approvals and coordinating with State and Federal agencies.

Deliverables

Provide draft and final design packages including plans, specifications, and cost estimates. All documents must be delivered in both hard copy and electronic formats, with final versions suitable for bid advertisement.

Optional Support

If requested, assist with bid-phase services such as preparing bid documents, attending pre-bid meetings, and responding to contractor inquiries. Limited construction-phase services may also be requested. Optional support will also include grant management, compliance coordination with the GLO.

All work must be performed in compliance with applicable City codes and Texas GLO CDBG-MIT program requirements. The selected firm will be expected to coordinate closely with the GLO or its representatives to ensure all deliverables meet grant standards and that the project remains eligible for reimbursement. Providers should be familiar with federal procurement and engineering requirements under HUD-funded projects.

Submittal Requirements

Interested firms should submit a Statement of Qualifications (SOQ) that includes the following information, organized in this order:

1. Cover Letter (1 page max)

A brief introductory letter on company letterhead, signed by an authorized representative. The cover letter should introduce the firm, express interest in the project, and summarize the firm's understanding of the project scope and objectives. It should also confirm the firm's eligibility: e.g., state that the firm is licensed to practice engineering in Texas and has no record of substandard work or unethical practices in the last five years.

2. Firm Overview (1 page max)

Background and information on the firm and subconsultants, including legal name, year established, office locations, and areas of expertise relevant to this scope of work.

3. Firm Qualifications (1 page max)

Describe the firm's specific qualifications for this specific project. Highlight relevance to this scope and experience working on grant related projects as well as experience working for the City of Huntsville. You may also mention any awards or special recognitions pertinent to this type of work.

4. Capacity and Project Team (1 page max)

Identify the key personnel proposed for this project and their roles. Provide an organizational chart or list that shows the project manager, and any other significant team members. Briefly describe the firm's capacity to perform the work within the desired timeframe.

5. Resumes of Key Personnel (3 pages max)

Include resumes for key team members. Each resume should highlight the person's experience in similar projects, educational background, professional registrations, and years of experience.

6. Related Work Experience and References (3 pages max)

Highlight recent projects that demonstrate the firm's ability to design culvert replacements, drainage improvements, and similar civil engineering projects. At least 3 projects must be included. Provide a brief overview including project name, location, client, description, completion date, and construction cost. For each project, include a client reference (name, organization, title, phone and/or email) that can speak to the firm's performance.

7. Compliance and Certifications

In an appendix (not counted toward the 10-page SOQ limit), provide required compliance documents:

- SAM.gov Registration: Proof of an active registration in the federal System for Award Management (SAM.gov). This can be a printed verification page showing the firm's DUNS/UEI number and status as Active, and that the firm (and its principals) are not debarred or suspended (i.e., not listed on the Excluded Parties list)²³.
- Conflict of Interest Questionnaire: A completed Texas Conflict of Interest Questionnaire (Form CIQ) as required by Chapter 176 of the Local Government Code, disclosing any business or personal relationships with City officers or employees²⁴. (A blank CIQ form should be provided in the RFQ attachments; the firm must fill it out and include it with the SOQ.)
- Certification Regarding Lobbying: For contracts exceeding \$100,000, federal law requires a Lobbying Certification. The firm must sign and submit the Certification Regarding Lobbying (format provided in RFQ) to certify that no federal funds have been used for lobbying activities. If applicable, also include Standard Form LLL (Disclosure of Lobbying Activities) if any lobbying has occurred with non-federal funds.
- Additional GLO Forms: The SOQ packet will include other GLO-required forms for information. While these may not be required at the time of SOQ submission, the firm should be prepared to comply with all GLO procurement requirements. In particular, be aware that upon award, the successful firm must file a Form 1295 (Certificate of Interested Parties) with the Texas Ethics Commission and City of Huntsville, pursuant to Texas Government Code §2252.908. The Form 1295 filing is not required with the SOQ; rather, the

awarded contractor will submit it after City Council approval of the contract (the City will provide instructions). Do not include any fee/cost proposal, as this RFQ is purely qualifications-based.

Please note: All submittals must be concise and relevant to the project requirements. The SOQ should not exceed 10 pages for sections 1–6 (excluding the cover letter and the compliance forms/attachments in section 7). Pages should be 8½" x 11", single-sided (if double-sided printing is used, each side counts as one page). The 10-page limit does not include a front cover, table of contents (optional), or divider tabs. 10 pt minimum font size.

Evaluation Criteria

The City's selection committee will conduct a comprehensive, fair, and impartial evaluation of all Statements of Qualifications submitted in response to this RFQ. Each Statement will be reviewed to determine overall responsiveness and the respondent's ability to provide the services described herein. The adequacy, depth, organization, and clarity of each response will be considered as part of the evaluation process.

Proposals will be scored in accordance with the evaluation criteria and corresponding point values identified in this section. Respondents shall clearly label and organize their submissions using the designated tab identifiers associated with each evaluation criterion. Based on the initial evaluation, the City may select all, some, or none of the respondents to participate in interviews. If interviews are conducted, respondents may be reevaluated using the same scoring criteria.

This procurement is a Qualifications-Based Selection (QBS). No pricing or cost information shall be included in the Statement of Qualifications. In accordance with the Texas Professional Services Procurement Act, contract fees will be negotiated with the selected respondent following the evaluation process. Upon successful negotiations, the agreement will be submitted to the City Council for approval.

Proposal Format and Submission Instructions

To facilitate evaluation, respondents are asked to follow the Proposal Format outlined in the "Submittal Requirements" above. It is recommended to use section dividers or tabs labeled 1–7 corresponding to the required sections (Cover Letter, Firm Overview, etc.). The SOQ should be bound (spiral or ring binder preferred) and each page should have the firm's name and page number in the header or footer for easy reference. Clarity and brevity are encouraged – avoid unnecessary fluff. Supporting documentation (licenses, forms, etc.) can be included in an appendix.

Requirements for Proposal

The original must be signed by an authorized officer of the firm. The sealed package must be clearly marked **"RFQ Packet No. 26-10"** and delivered to the address above no later than the deadline. Late submissions will not be accepted – it is the respondent's responsibility to ensure on-time delivery. Faxed or emailed proposals are not allowed.

Respondents must submit five (5) copies, one (1) unbound original and one (1) searchable PDF copy on a USB drive. The outside cover or first page of the hard copy should clearly display the respondent's firm name, contact information, business address, and a designation indicating that it is the "Original."

Responses must be organized with clearly labeled section tabs: A, B, C, D, and E, corresponding to the evaluation criteria and content descriptions outlined in this RFQ.

The combined response to Tabs A through D shall not exceed twenty-five (25) single-sided pages. Required forms and supporting documentation included under Tab E are excluded from this page limit.

Proposals that exceed the stated page limit may be deemed non-responsive and may not be considered for evaluation.

TAB	EVALUATION CRITERIA	POINTS
A	Firm Qualifications	30
B	Capacity & Personnel	30
C	Previous Work Performance	30
D	Quality of SOQ Submittal	10

Tab A. Firm Qualifications (30pts)

The firm's experience and competence in projects of similar nature and complexity. This includes relevant project history, technical capabilities, and familiarity with applicable standards or grant programs. (Corresponds to the experience and track record of the firm.)

Tab B. Capacity & Personnel (30pts)

The ability of the firm to perform the work within the required timeframe, considering current commitments; and the qualifications of the proposed project team. Emphasis is on the experience of key staff, availability of resources, and project management approach. (Combines an assessment of staff expertise and the firm's resources to deliver the project.)

Tab C. Previous Work Performance (30pts)

The firm's past performance on comparable projects. This includes quality of work, adherence to schedules and budgets, and client satisfaction. The City may contact provided references to inquire about the firm's performance (e.g., whether past projects were completed on time, within budget, and to the client's expectations). Any prior work with the City of Huntsville or within Walker County (if applicable) may be considered here as well.

Tab D. Quality of SOQ Submittal (10pts)

The overall professionalism, clarity, and completeness of the submitted qualifications package. Firms should ensure the SOQ is well-organized, addresses all requirements, and is free of errors. An organized and thorough response reflects on the firm's attention to detail and readiness to proceed. This category also encompasses compliance with the RFQ instructions, such as page limits and inclusion of all required forms.

Tab E. Required Forms

Respondent is to include a signed RFQ, proof of insurability and complete all required forms in the 'Required Forms' section below. Failure to include these forms may disqualify the respondent from consideration.

Selection and Award

After the SOQs are received, the City will evaluate them per the criteria stated. The City may form a selection committee to review and score the submissions. The City reserves the right to request additional information or clarifications from respondents during the evaluation process. Once evaluations are complete, the City will notify all respondents of the outcome. The top-ranked firm will be invited to negotiate a detailed scope of services and fee. If negotiations are successful, a contract will be executed pending all necessary approvals. Prior to contract execution, the awarded firm will be required to provide all finalized compliance documents (e.g., updated SAM.gov verification, insurance certificates,

signed Form 1295, etc.) and to enter into a contract agreement prepared by the City. The City reserves the right to reject any and all responses or to waive minor informalities in the proposals if it is in the City's interest to do so. Award of the contract is contingent upon funding approval by the GLO.

Safety Standards & Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

- (1) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- (2) Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Insurance Requirements

The awarded respondent shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of any Contract resulting from this RFQ:

- a. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.
- b. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
- c. Professional Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering negligence, errors, and omissions in the provision of legal services.
- d. Workers' Compensation Insurance meeting the statutory requirements of the State of Texas, if applicable. Respondents with no employees may provide a written statement confirming exemption from coverage under Texas law.

The awarded respondent shall furnish at their own expense to the City of Huntsville, a Certificate of Liability Insurance listing the City as an **"Additional Insured"** via endorsement. In Description of Operations will need wording similar to: Blanket additional insured is added in favor of the certificate holder with respect to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respect to workers compensations coverage as required by written contract. Certificate Holder to be: City of Huntsville 1212 Ave M Huntsville TX 77340.

The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the City, by the insurance company. The City reserves the right to full, certified copies of all required insurance policies when requested in writing.

Evidence of insurability must be included in the Statement of Qualifications, and a valid Certificate of Insurance must be received by the City of Huntsville within ten (10) calendar days of contract award.



"SAMPLE ONLY"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 2	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE 3	
	NAIC #	
INSURED 4	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INVR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
5	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6	7	8	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY 10 ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED ☐ HIRED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE 11 OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability						Per Claim: \$ Aggregate: \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City Project ID:
Project Title Description:

CERTIFICATE HOLDER 14 City of Huntsville 1212 Ave. M Huntsville, TX 77340	CANCELLATION 15 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 16
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ACORD 25 (2016/03)

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Conflict of Interest

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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 Form 1295

Pursuant to Section 2252 of the Texas Government Code, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties (Form 1295) and has created a website application for business entities to submit the required information.

The City of Huntsville may not enter into a contract that requires the approval of the City Council until the business entity that is a party to the contract files a Form 1295 with the Texas Ethics Commission and the City of Huntsville Purchasing Department.

1. Upon being notified of a bid/recommended award, the award recipient, the business entity, must go the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first time login on to the website application, the business entity must create a login Username and Password then follow the application's instructions to complete Form 1295.
2. The City does not have a Contract ID Number System. Please insert the City of Huntsville's bid or project number in this box.
3. Once confirmation is received, that the information has been submitted with the Texas Ethics Commission, the business entity MUST print, sign and date Form 1295.
4. Form 1295 must be filed with the Texas Ethics Commission within seven (7) business days of the date of notification of recommended award. The contract will not be presented to City Council until the form has been filed with the Texas Ethics Commission and the City of Huntsville has received Form 1295.
5. In no way does a request for filing of Form 1295 with the Texas Ethics Commission commit the City to any type of award whatsoever.
6. Once the City of Huntsville Purchasing Department receives Form 1295, the Purchasing Department will submit confirmation of receipt through the Texas Ethics Commission website within thirty (30) days.
7. This process must be followed for each contract requiring City of Huntsville Council approval.
8. A Form 1295 cannot be handwritten. It must be completed electronically through the Texas Ethics Commission website application.

If you have any questions, contact the City of Huntsville Procurement Manager at (936) 291-5495, City Service Center, 448 SH 75 N, Huntsville, TX 77320.

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.

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 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party. ☐

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____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Israel Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

Date

Signature

Iran, Sudan and Foreign Terrorist Organizations Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- 1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
- 2. will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Date

Signature

Firearm Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees,
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- ☐ will be between a governmental entity and a sole proprietor; or
- ☐ is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

Date

Signature

Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- ☐ will be between a governmental entity and a company with fewer than 10 full-time employees;
- ☐ will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- ☐ will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

Date

Signature

Critical Infrastructure Verification Form

To the extent this proposal relates to critical infrastructure in the State of Texas, I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designed by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code as amended (“designated country”); or

1. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Date

Signature

:

Texas Public Information Act Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation, proposal and any resultant contract, and agree that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Date

Signature

References

Respondents shall submit with their solicitation the name, address, telephone number, and point of contact of at least three (3) companies for which the respondent has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in the disqualification of the response. (Form is attached for your convenience below)

Reference 1

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

Reference 2

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

Reference 3

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

Non-Collusion Affidavit

1. He/she is _____ of _____, the responder that has submitted the attached bid/proposal.
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid/proposal.
3. Such bid is genuine and is not collusive or a sham bid/proposal.
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City of Huntsville or any per interest in the proposed contract.
5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Huntsville within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Printed Name

Firm Name

Bid Term & Conditions

DEFINITIONS:

City – City of Huntsville

City Council – The elected officials of the City of Huntsville who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter, Ordinance and Laws.

Contract- An agreement between the City and a vendor to furnish products over a designated period of time during which repeated purchases or a single purchase are made of the commodity (s) or service specified.

Vendor – The potential or successful bidder of an Invitation for Bid or Request for Proposal.

ACCEPTANCE: The City reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the City in accordance with Local Government Code Chapter 252. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection may be recommended for any but not limited to the following:

- Failure to use the form furnished by the City;
- A bid that fails to meet the essential requirements;
- A bid that does not conform to the specifications;
- A bid that fails to conform to the delivery schedule or permissible alternatives;
- Failure to submit a bid bond, insurance or other requested documents in conformance with the requirements;
- A bid seeking to qualify the terms and conditions, or otherwise seeking to limit contractor liability, or to

limit the City's rights;

- A vendor that qualifies its price in such a manner that the firm's bid price cannot be determined;
- Price quoted shall be the price in effect at the time of delivery which remains unknown at the present time.
- A bid is contingent on also receiving awards on other bids currently under consideration.

All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidders past performance under contracts with the City, and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products and services at the lowest price possible which benefit all the citizens of Huntsville. Therefore, in order to accomplish the objective/goal it is not the intention of the City to either exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the

same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final. In literal compliance in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance and not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

ADDENDA: Any interpretations, corrections or changes to an Invitation for Bid and/or Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested by the City of Huntsville's Purchasing Department. Addenda may be posted on the City of Huntsville's web site and may be distributed to all who are known to have received a copy of this Invitation for Bid and/or Proposal will receive written notification. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City of Huntsville's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

ADVERTISING: Any advertising or promotions used which the Cities award is showcased, placed in written technology or verbal communication must be expressly authorized in writing by the City.

ALTERING BIDS: Bids cannot be altered or amended after the submission deadline without

acceptable reason and without the approval of the purchasing manager. Any interlineations, alteration, or erasure made before opening time should be initialed by the signer of the bid, guaranteeing authenticity.

AMENDMENTS: Chapter 176 of the Texas Local Government Code requires a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a Conflict of Interest Questionnaire to the appropriate records administrator of the City not later than the seventh business day after the date the person begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this bid, you may submit the completed form with your response. Each vendor is responsible for verifying they are using the most current form available from www.ethics.state.tx.us. This legislation is subject to change and each vendor should consult their own attorney regarding the current law.

ASSIGNMENT: The vendor is prohibited from transferring their rights and duties nor shall the vendor sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Huntsville. All subcontractors must be approved in writing by the City prior to any work being initiated.

BID AWARD: The City of Huntsville reserves the right to award bids on the lump sum or unit price basis. If the bidder desires the City to consider an all-or-none bid, it must be stated on the bid sheet (s). The City reserves the right to audit or inspect vendor's business records not limited to financial statements, liability insurance, bonding, and

worker's compensation insurance and to request business references. All awards will be based on the best interest of the City, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. Purchase price, including payment discount terms;
- c. The reputation of the bidder and of the bidder's goods or services;
- d. The quality of the bidder's goods or services;
- e. The extent to which the goods or services meet the City's needs
- f. The bidder's past relationship with the City;
- g. Delivery terms;
- h. Availability of repair and maintenance parts;
- i. Financial condition;
- j. The total long-term cost to the City to acquire the bidder's good or services; and
- k. Any relevant criteria specifically listed in this request for bid.

BRAND NAMES: Specifications may reference name brands, make, and/or model numbers. Any reference made to brand, make, and/or model used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. The City shall act as sole judge in determining equality and acceptability of products offered.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and may require approval of the City Council.

COLLUSION: Advanced

disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular bidder's bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular bidder's bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal bidder attests that no improper communication has occurred resulting in an advantage over any other bidder, potential bidder, or advance discloser.

COMPLIANCE: This bid and vendor and/or contractor must comply with all federal, state, City and local laws concerning these types of service. The vendor is prohibited from discriminating due to racial, sexual, religious, disability, or any other grounds. Any known discrimination is grounds for immediate cancellation of contract at the sole expense of the vendor.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONTRACT: This bid, when properly accepted by the City of Huntsville, shall constitute a contract equally binding between the successful bidder and the City of Huntsville. No different or additional terms or addendums, supplements, or amendments will become a part of this contract unless agreed to and signed by both the successful bidder and the City without the prior written approval of

the City of Huntsville. Should any change in terms be requested by the vendor after the contract has been awarded, the City reserves the right to cancel the contract and award the bid to the next responsible responsive bidder. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City. The City reserves the right to reject the bid of any bidder who is in violation of any City Ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

CONTRACT TERMINATION:

The City may terminate this contract at any time upon thirty (30) calendar days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the Service Provider fails to fulfill its obligations under this contract, or if the Service Provider violates any part of the agreement of the contract, the City has the right to terminate this contract by giving the Service Provider five (5) calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the vendor's name from the bidder's list for receiving future bids. No terms or provision of the contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider until the exact amount of damages due to the City from the Service Provider is determined and

paid. City reserves the right to order from another vendor in which an emergency or urgent need becomes necessary. If the City terminates the contract, the City will equitably compensate Contractor in accordance with the provisions of this contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the City. Contractor, will not, however, be entitled to lost or anticipated profits, special damages or consequential damages should the CITY choose to exercise it option to terminate.

DELIVERY: All delivery and freight charges (FOB City of Huntsville designated location) are to be included in the bid price. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

DISCLOSURE REQUIREMENT: Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with the City officers or officials. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law is available by contacting the City of Huntsville City Secretary, 1212 Ave. M Huntsville, TX 77340. By doing business or seeking to do business with the City you acknowledge that you have been notified of your sole responsibility to comply with Chapter 176 of the Texas Local Government Code.

EXCEPTIONS/SUBSTITUTION

S: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken

exceptions and shall hold the bidder responsive to perform in strict accordance with the specifications of the invitation. The City of Huntsville reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

FIRM PRICE: Bidders must hold bid prices firm for 120 days after the bid opening date to allow the City sufficient time to award a contract. Once a contract is awarded, the successful bidder must hold bid prices firm for the duration of the contract.

FORCE MAJEURE: Vendor will not be held liable for noncompliance for any reasonable delay due to Force Majeure. Force Majeure is any delay caused by acts of God and or labor strikes.

FORM: Bids must be submitted on the City's form only. Bidder shall provide with this bid/proposal response, all documentation required. Failure to provide this information may result in rejection of bid. Bidders are required to submit bids itemized and prices extended when required. Bidders must return the entire original bid document with Invitation for Bid or Request for Proposal. Vendors should not change or alter packet in any way.

FUNDING: Award and funding of the bid, proposal, and contract is pending City of Huntsville City Council approval. State of Texas statutes, Local Government Code 271.903 prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Huntsville fiscal year shall be subject to budget approval. The City reserves the right to rescind the contract at the end of each fiscal year if determined that there are insufficient funds to extend the contract and no cost.

INDEMNIFICATION

AGREEMENT: The contractor agrees to indemnify, hold harmless and defend the City of Huntsville, its officers, agents and employees, both past and present, from and against any and all liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence to the fullest extent of the law.

INTERLOCAL COOPERATIVE:

Other government entities within the State of Texas may be extended the opportunity to purchase off of the City of Huntsville's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that

the City is not an agent of, partner to or representative of those outside agencies or entities and the City is not obligated or liable for any action or debts that may arise out of such independently, negotiated "piggyback" procurements.

ITEMS supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If an item is not picked up within reasonable time after notification, the item will become a donation to the City for disposition.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. The City of Huntsville is not responsible for lateness or non-delivery of mail, carrier, delivery etc., and the date/time stamp in the City Secretary's Office shall be the official time of receipt. Late bids will remain unopened and returned to the address on the outside of the envelope.

LAWS: This agreement will be governed and construed by the State of Texas Local Government Code, City Charter, City Ordinance, and City Purchasing Policy. Information in the record is deemed public record in accordance with the Texas Public Information Act. This agreement is performable in the City of Huntsville, Huntsville, Texas. Each party consents to the exclusive jurisdiction of the state courts having jurisdiction in the City of Walker, Texas. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principles

NOTIFICATION: The City uses multiple channels for the notification and dissemination of all invitations to bid and/or request for proposals. The City accepts no responsibility for the lack of notification or receipt

of bid to any and all potential bidders.

PAYMENT will be made upon receipt and acceptance by the City of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 6011f V.T.C.S. All invoices must be mailed to City of Huntsville Attn: Accounts Payable 1212 Ave. M Huntsville, TX 77340. The City requests credits for any errors. Invoices will not be short paid.

PRICE redetermination may be considered by City of Huntsville only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.) with a sixty day prior written notice. The bidder's past history of honoring contracts at the bid price will be an important consideration in the City's evaluation of the lowest and best bid. The City of Huntsville reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. The City reserves the right to reject price redetermination and award the bid to next responsible responsive bidder.

QUANTITIES: Quantities indicated in the bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

RECORD RETENTION: The awarded vendor must maintain copies of all documents relating to the contract for the length of the warranty period plus one year.

Should the document be destroyed or for any reason the awarded vendor is unable to locate the contract, the warranty will be considered in force under the original terms of the contract.

REIMBURSEMENTS: There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to the request. The City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

SAMPLES: When requested,

samples shall be furnished free of expense to the City of Huntsville. All samples will be return when applicable.

SILENCE OF SPECIFICATION:

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement

TAXES: The City of Huntsville is exempt from Federal Excise, State Sales and Transportation Taxes. Tax must not be included in bid/proposal.

The City upon request will execute a Tax Exemption Certificate. The City is statutorily exempt from State and Local Sales tax and a permit number is not required.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title

WITHDRAWAL OF BID: No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing manager.

7.2016

No-Response Statement

Autumn Road Culvert Replacement RFQ NO. 26-10

The City of Huntsville seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a Qualifications Packet.

Please check the appropriate boxes indicating the factors considered for not bidding.

- ☐ Unable to respond to the request by the specific deadline.
- ☐ Our company does not carry or cannot offer this type of product and/or service.
- ☐ Specifications are restrictive, unclear or incomplete. Please explain below

- ☐ Invitation is suitable, but engaged in other work.
- ☐ Do not wish to do business with the City.

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

Respondents Information

Autumn Road Culvert Replacement RFQ NO. 26-10

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

Company Name

Witness Signature

Date

Witness Printed Name

Authorized Representative Signature

Telephone Number

Authorized Representative Printed Name

Fax Number

Authorized Representative Title

Email

Correspondence Address, City, State, Zip Code

Remit Address, City, State, Zip Code

Initial for addendum receipt/acknowledgment.
Please mark N/A if no addendum was issued

Addendum #1

Addendum #2

Addendum #3

Addendum #4

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE CONSIDERED NON-RESPONSIVE