



INVITATION TO BID

By order of the City Council of the City of Temple, Texas,
sealed bids will be received for:

BID #51-03-27 HAULING AND DISPOSAL OF SLUDGE (RE-BID)

Issued: Thursday, June 18, 2026

Submittal Deadline: Tuesday, July 14, 2026, at 2:00 p.m.

City of Temple Purchasing Department
3210 E Avenue H, Building C
Temple, TX 76501
Phone: 254-298-5655
Email: purchasing@templetx.gov

E-Bidding Portal: <https://templetx.bonfirehub.com>

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BID TIMELINE

Date	Event
June 18, 2026	Release of Bid
July 7, 2026 12:00 p.m.	Deadline for Questions related to ITB Submit questions in writing through the <i>Euna</i> online bidding portal or email to purchasing@templetx.gov .
July 14, 2026 2:00 p.m.	<p>Bids Due</p> <p>Submit bids:</p> <ol style="list-style-type: none"> 1. Within the Euna online bidding portal at: https://templetx.bonfirehub.com <p style="text-align: center;"><u>OR</u></p> <ol style="list-style-type: none"> 2. Sealed paper copies to: City of Temple Purchasing Department 3210 E Avenue H, Building C Temple, Texas 76501 <p>Virtual Public Opening</p> <p>Immediately following time due. Click here for Microsoft Teams Meeting. For audio participation only, call (979) 307-6962, Conference ID: 771 250 92#</p>
October 2026	Anticipated Award

The City will make every effort to adhere to the schedule above. However, the City reserves the right, at its sole discretion, to adjust the Bid Timeline as deemed necessary.

SECTION 1 – SCOPE OF WORK

1.1. SUMMARY

- a. The intent of this Invitation to Bid (ITB) is to establish an annual contract for the hauling and disposal of sludge from the City of Temple's (City) conventional water treatment plants (WTP) located at 4820 Parkside Drive.
- b. It is the City's intent to award this bid in its entirety to one contractor.

1.2. AGREEMENT TERM

- a. The initial term of the agreement will commence on October 1, 2026, and continue through September 30, 2028, unless earlier terminated in accordance with the terms of the resulting agreement. The contractor shall guarantee that all pricing submitted in response to this solicitation shall remain firm for the duration of the initial agreement term.
- b. The City reserves the right to extend the agreement for up to three (3) additional one-year periods, subject to the mutual written agreement of the City, the contractor, and satisfactory contractor performance.
- c. Any request by the contractor to modify pricing, terms, or conditions of the agreement for a renewal period must be submitted to the City in writing no less than sixty (60) calendar days prior to the expiration of the then-current agreement term.

1.3. SERVICE AGREEMENT

- a. The successful bidder shall be able to execute a services agreement like the sample agreement attached and shall retain insurance as outlined herein. No substantive changes to the agreement will be allowed.
- b. By submitting a bid, the bidder is acknowledging the insurance requirements found in the attached agreement, and they can comply with all insurance requirements as specified herein within 5 days of award of agreement.
- c. The City reserves the right to add, modify, or delete any services as required and may do so through a contract amendment.

1.4. CONTRACTOR QUALIFICATIONS

- a. Contractor shall have demonstrated experience in performing sludge hauling of similar type and volume.
- b. Contractor shall have any and all local, state and federal permits, licenses, authorizations and certifications which would be applicable for the hauling of sludge during the life of the contract and shall furnish and provide the City copies with their bid.
- c. Contractor shall maintain sufficient equipment, personnel, and administrative capacity to meet service frequency requirements.

- d. The City reserves the right to request references, proof of experience, or additional documentation to verify qualifications.

1.5. OPERATIONAL REQUIREMENTS AND CONTRACTOR RESPONSIBILITIES

- a. The WTP sludge shall be hauled from the plant(s) between the hours of 7:00am – 5:00pm, Monday – Friday. Only in cases of an emergency will hauling be permitted on weekends or City holidays, a list of which will be provided to the awarded contractor.
- b. The awarded contractor shall be given 24 hours' notice by the plant personnel informing the contractor when sludge needs to be hauled. In the event the contractor fails to remove the sludge within 48 hours after being notified, the City reserves the right to utilize the service of other haulers to dispose of the sludge. All costs incurred by the City resulting from the hauling and disposal of the sludge by other haulers shall be charged to the awarded contractor.
- c. The City estimates that 3.5 to 4.0 million gallons of sludge will be generated annually, with an approximate solids concentration of 3–5% throughout the fiscal year.
- d. The awarded contractor shall be required to fill the tank truck and transport the sludge for disposal to a location of their choice. The contractor shall provide all documentation showing the location is an approved site for sludge disposal. The City shall be relieved of any liability associated with the disposal of the WTP sludge once the sludge leaves the WTP facility.
- e. The disposal method must comply with all applicable federal, state, and local regulations, including requirements established by the Texas Commission on Environmental Quality (TCEQ). A sample testing report is included as a separate attachment.
- f. The awarded contractor shall furnish and use any tools and equipment necessary to facilitate the loading and unloading of sludge in a manner that is safe, including, but not limited to, face protection and back support devices. The City has a 6-inch sludge pump available for use at the contractor's discretion.
- g. If the contractor elects to use the City's pump, their tanks must be retrofitted or equipped to connect to a 6-inch hose. In the event the City's pump is out of service, the contractor must provide all necessary equipment to successfully pump sludge into their tankers.
- h. The awarded contractor shall ensure that an air gap is provided on the fill line of the tanker from any public water system into the tanker or the tanker's equipment during any cleaning or flushing process that may be required.
- i. Tankers used for hauling sludge shall be of an appropriate size to support efficient loading, transport, and disposal operations. The awarded contractor may use any tanker size suitable for safely and effectively performing the required work so long as it meets all requirements set forth in State and Federal regulations for this purpose.
- j. The awarded contractor shall provide the names of drivers who will be assigned to haul and dispose of the sludge and provide copies of their driver's licenses. The City reserves the right to conduct background checks on the names provided. No substitute drivers shall be allowed without the prior approval of the City.

- k. The awarded contractor shall remit a manifest or trip ticket for each of the loads with the specific invoice numbers assigned to that load. Tickets shall include the following information:
- Date
 - Time
 - Quantity of sludge hauled
 - Point of disposal
 - Tanker registration number
 - Driver's full name
 - Any other applicable information required to comply with regulations

The City shall verify every load hauled based on the information provided on the manifest or trip ticket.

- l. The awarded contractor shall provide any and all backup equipment necessary for the hauling and disposal of the WTP sludge. All backup equipment shall meet the same standards and restrictions as the primary equipment and require the same licenses and permits required for hauling sludge.
- m. The awarded contractor shall clean up any spills or leaks during the hauling and disposal activity, and repair any damage caused or injury resulting from the hauling and disposal activity. The contractor shall be responsible for reporting any accidents or spills to the City as soon as possible as well as providing the same reports to any applicable State or Federal agency in accordance with their permits and applicable regulations.

1.6. QUANTITIES

The City does not guarantee a minimum spend value or know how frequent services will be required during the life of this agreement. Services will be obtained on an as-needed basis.

1.7. PRICING

- a. Prices shall remain firm for the entire length of the contract period. No increases to prices will be allowed during the contract period.
- b. All prices quoted shall be all-inclusive including all labor costs, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes. No additional charges will be allowed. The price quoted by the bidder shall be for the loading, transporting and disposing of the sludge in a safe manner at a designated and approved site. The bid prices shall be per gallon and shall include all associated costs.

1.8. INVOICES

- a. Invoices shall be submitted to invoice@templetx.gov. If the awarded vendor is unable to email invoices, invoices shall be mailed to the City of Temple Purchasing Department at 3210 East Avenue H, Building C, Temple, Texas 76501.

- b. Invoices shall include:
 - Service date
 - Arrival and departure times
 - Volume of sludge removed
- c. Line-item pricing shall be consistent with the awarded contractor's pricing schedule. Invoices shall be prepared so that all pricing is fully verifiable and auditable against the agreement. Labor and vehicular expenses associated with commuting to and from the service call location are not reimbursable and cannot be invoiced.
- d. The City will not allow credit card processing fees to be added when a City procurement card (P-Card) is used for payment.
- e. Payment terms are Net 30 upon receipt of a complete and accurate invoice. It is the awarded contractor's responsibility to ensure invoices meet all requirements to avoid delays in payment.

1.9. FEDERAL GRANT CERTIFICATION

- a. Bidders shall complete the Federal Grant Certification Form indicating their ability to comply with federal procurement requirements when grant funding is used.
- b. When Federal funds are to be utilized for a project, the City will inform the awarded contractor and Davis-Bacon wage requirements will apply.

1.10. CONTRACTOR LIABILITY

The awarded contractor is responsible for damage to persons and property caused during the performance of contracted work. Additionally, the awarded contractor will be held responsible for any damage that is caused by the awarded contractor's errors or their failure to comply with the requirements of these specifications and will be required to repair the damage at no cost to the City. The City may, however, elect to make repairs or replace any of the damaged property and deduct the cost of such repairs from monies due or to become due the awarded contractor.

1.11. PERFORMANCE STANDARDS

- a. The awarded contractor shall perform all services in a professional, timely, and workmanlike manner consistent with industry best practices.
- b. The awarded contractor shall maintain adequate staffing, supervision, and resources to meet all contract obligations.
- c. Failure to meet required performance standards may result in corrective action or contract termination.
- d. The City reserves the right to terminate the contract immediately if the contractor fails to meet required schedules or performs in accordance with the requirements.

- e. Examples of unsatisfactory performance include, but are not limited to, the following:
 - More than one service call-back within thirty (30) consecutive calendar days to correct the same issue.
 - More than one instance within a calendar year in which contractor personnel assigned to a service call lack the necessary skill or knowledge to perform the required work.
 - Failure to provide timely service. If the awarded contractor cannot meet required timelines, the City may have the work completed by another contractor.

1.12. CONTRACTOR PERFORMANCE MONITORING

- a. The City reserves the right to monitor contractor performance throughout the agreement term. Performance may be evaluated based on:
 - Response times
 - Accuracy and completeness of documentation
 - Customer service and communication
 - Compliance with contract requirements
- b. The City may require the contractor to participate in periodic performance review meetings.

SECTION 2 – BID REQUIREMENTS

2.1. INFORMATION REQUESTED FROM BIDDERS

- a. Each bid must contain all required items and shall be submitted in the same order as listed below. Incomplete bids may be rejected during review by the evaluation committee.
- b. All bid materials may be incorporated in a subsequent contract between the City and awarded bidder.
- c. Any material that the Bidder wishes to be considered confidential in nature shall be clearly marked as such, and if such materials are requested pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code, the City will notify the Bidder of such request to allow the Bidder to write to the Texas Attorney General requesting that such information be excepted from disclosure.
- d. Bid submittals shall include the following City-provided forms:
 1. Form 5.1. Bidder Information Form
 2. Form 5.2. Pricing Form
 3. Form 5.3. Conflict of Interest Questionnaire, if applicable
 4. Form 5.4. Local Preference Declaration, if applicable
 5. Form 5.5. Federal Vendor Certification Form

2.2. ELECTRONIC SUBMISSION

- a. Access the *Euna*-procurement portal at <https://templetx.bonfirehub.com>. The City will use *Euna* for communicating all bid documents, receive any questions or inquiries, issue any associated addenda, and post award notices.
- b. Bidders can contact *Euna* at Support@GoBonfire.com for technical questions related to the *Euna* portal or visit *Euna*'s help forum at support.procurement@eunasolutions.com. Bid submissions shall be prepared in the file formats listed under 'Requested Information' for this opportunity in *Euna*.
- c. Bid submissions may be amended by the Bidder directly in *Euna*, but only before the submission deadline.
- d. Minimum system requirements include Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled. *Euna* has built-in lockbox technology that will date stamp submittals and will keep all bids locked until the bid opening date and time. The maximum upload file size is 1,000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

2.3. PAPER SUBMISSION

- a. If a bid is delivered via hardcopy, the envelope or package containing the completed bid should be marked legibly on the outside with the submitter's name and address along with the bid project number and title **no later than the due date and time stated in the Bid Timeline**.
- b. The Bidder shall sign and date the bid where provided within the ITB. The person signing the bid shall have the authority to bind the firm in a contract. Bids which are not signed and dated in this manner may be rejected.
- c. All paper bids received in the Purchasing Department will be date and time stamped when received and will be considered to be the official time of receipt.

2.4. SUBMISSION INSTRUCTIONS

- a. Late submittals will not be accepted or considered. Bidders should be mindful of any potential delays due to security screening procedures, weather, connectivity issues, or other delays whether foreseeable or unforeseeable. Failure to submit a response before the bid due date and time will result in disqualification of the bid.
- b. Bids will be received and publicly acknowledged in the Purchasing Department immediately following time due. Respondents, their representatives, and interested persons may participate in the bid opening using Microsoft Teams. See the Bid Timeline for a video link or dial-in phone number.
- c. The bids will be opened, and the names of the respondents and pricing will be read aloud. All bids will be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in bids and identified by bidders as such.

2.5. REQUESTS FOR ADDITIONAL INFORMATION

- a. Requests for additional information shall be in writing and submitted through the Euna portal using the 'Vendor Discussions' or 'Ask a Question' features. Alternatively, requests can be emailed to purchasing@templetx.gov by the deadline stated in the Bid Timeline.
- b. Any interpretations, corrections or changes to this ITB will be made by addenda. All written/published addenda shall become part of this ITB and shall be acknowledged by the Bidder in its bid. All other communications are unofficial and non-binding. Addenda will be released in the *Euna* portal in the 'Files' section. It is the sole responsibility of the Bidder to verify issuance of addenda and to ensure receipt thereof.

SECTION 3 – EVALUATION & AWARD

3.1. ELIGIBILITY FOR AWARD

a. Responsive Bid

Bids shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

b. Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the services listed herein.

Responsible bidders must, at a minimum, meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract prior to the beginning of work;
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have a satisfactory record, as determined by the City, of past performance;
- Have necessary personnel, management, and technical capacity and capability to perform any resulting contract requirements;
- Be qualified as an established firm that is regularly engaged in the type of business necessary to fulfill the contract requirements;
- In accordance with all applicable industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by this ITB;
- Have experience in competently performing similar contracts to those contemplated by this bid;
- Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the City; signing and submitting the bid is so certifying to such non-delinquency; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

c. A firm is not eligible to be considered for award of this solicitation, or any resulting contract, or to be a subcontractor of the bidder or prime contractor if an employee of the firm assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that firm an unfair advantage over other bidders.

d. As required by §2252.903, Government Code, Bidder certifies that its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax.

3.2. AWARD SELECTION

- a. In accordance with Texas Government Code §252.043, this bid may be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. Criteria to consider in determining best value, the City may consider:
 - (1) purchase price;
 - (2) reputation of bidder and bidder's goods or services;
 - (3) quality of bidder's goods or services;
 - (4) extent to which the goods or services meet the City's needs;
 - (5) bidder's past relationship with the City;
 - (6) impact on the ability of the City to comply with laws and rules related to contracting with historically underutilized businesses (HUBs) and nonprofit organizations employing persons with disabilities;
 - (7) total long-term cost to the City to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in the request for bids or proposals.
- b. The City reserves the right to reject any and all bids submitted and to waive any informalities in bids received. The City also reserves the right to request additional information from Bidders.
- c. The City shall not be liable to any Bidder for costs associated with responding to this ITB, for the Bidder's participation in any oral interview, or any costs associated with negotiations.
- d. In accordance with Texas Local Government Code, Section 252.003 and Texas Health & Safety Code, Section 361.426, the City shall give preference in purchasing products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than 10% greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules.

SECTION 4 – ADMINISTRATIVE REQUIREMENTS

4.1. SUBMISSIONS

- a. The City reserves the right to reject any or all bids as it shall deem to be in the best interests of the City. Receipt of any bid shall under no circumstances obligate the City to accept the lowest dollar bid.
- b. The City reserves the right to select one or more bidders and/or award one or more contracts based on the best value, as determined by the City, of the overall response(s) submitted to the City, with due consideration given to demonstrated competence, knowledge, and qualifications to perform the services and/or provide the products set forth in this ITB, and the reasonableness of the proposed fee. The decision to make multiple awards, award only one contract, or to make no award rests solely with the City. The City further reserves the right to negotiate separately in any manner necessary to serve the best interests of the City. The City further reserves the right to accept, reject, or negotiate modifications in any terms of a bidder's bid, including a bidder's form contract, or any parts thereof.
- c. Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening by the City must be initialed by the signer of the bid, guaranteeing authenticity.
- d. A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submission of bid.
- e. All bids meeting the intent of this ITB will be considered for award. Bidders taking exception to the specifications, terms and conditions, sample contract document, or offering substitutions shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and the City shall hold the Bidder responsible to perform in strict accordance with the terms of this ITB. The City reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- f. Bids must comply with all applicable federal, state, county, and local laws concerning these types of services.
- g. The apparent silence of these specifications as to any detail or to the apparent omission 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.
- h. The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

4.2. CONFLICT OF INTEREST

- a. Texas Local Government Code, Section 176.006, requires a vendor of the City to file a completed Conflict of Interest Questionnaire (CIQ) form if the vendor has a business relationship with the City and:
 1. has an employment or other business relationship with a City local government officer or a family member of the City local government officer that results in that person receiving taxable income, other than investment income, that is more than \$2,500 in the preceding twelve months;
 2. has given a City local government officer or an officer's family member, one or more gifts totaling more than \$100 in the preceding twelve months, excluding a political contribution as defined by Title 15 of the Election Code or food accepted as a guest; or
 3. has a family relationship with a City local government officer.
- b. A vendor is required to file a CIQ form with the City Secretary's office not later than the seventh (7th) business day after the later of the following:
 1. the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a solicitation; or
 2. the date the vendor becomes aware of any business relationship as outlined in the preceding paragraph.
- c. "Local Government Officer" means:
 1. a member of the governing body (i.e. mayor or council member);
 2. a director, superintendent, administrator, or other person designated as an executive officer of the City; or
 3. an agent of the City who exercise discretion in the planning, recommending, selecting, or contracting of a vendor.
- d. State law requires that a vendor file an updated CIQ form with the City Secretary's office not later than the 7th business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire incomplete or inaccurate.
- e. The CIQ form is attached to this ITB and can be downloaded from the City's website www.templetx.gov under the Departments tab then Purchasing/Bids/Conflict of Interest Form. Compliance with this law is the responsibility of each Bidder.

4.3. DISCLOSURE OF INTERESTED PARTIES

The City is required to comply with Texas Government Code 2252.908 Disclosure of Interested Parties for contracts that:

- a. require an action or vote by the City Council before the resulting contract can be signed;
- b. have a value of at least \$1 million; or
- c. require registration as a lobbyist under Texas Government Code Chapter 305.

If the resulting contract, if any, meets one of the criteria above, a Certificate of Interested Parties (Form 1295) will be required before the contract is executed. See the Texas Ethics Commission website: <https://www.ethics.state.tx.us/filinginfo/1295/>.

4.4. APPROPRIATED FUNDS

The purchase of services or products, arising from this solicitation is contingent upon the availability of appropriated funds. The City shall have the right to cancel the resulting contract or any part of the contract at the end of each fiscal year during the term of the contract if funds are not allocated to continue the contract, or any part of the contract, for the next fiscal year. If funds are withdrawn, or do not become available, the City reserves the right to cancel the contract by giving the contractor a thirty (30) day written notice of its intention to cancel without penalty. Upon cancellation of the contract, the City shall not be responsible for any payment of any service that was performed, or product received, after the effective date of termination. The City's fiscal year begins on October 1 and ends on September 30.

4.5. INDEMNITY

The City is legally prohibited from indemnifying any other party in any agreement awarded under this ITB. The resulting contract, if any, shall contain no provision requiring the City to indemnify the bidder or any third party.

4.6. COMPLIANCE WITH ANTITRUST LAWS

In accordance with Texas Government Code §2155.005, by submitting a bid, Bidder affirms under penalty of perjury of the laws of the State of Texas that:

- a. I am duly authorized to execute a contract resulting from this solicitation on my own behalf or on behalf of the company, corporation, firm, partnership or individual bidder;
- b. In connection with this bid, neither I nor any representatives of the company have violated any provision of the Texas Antitrust laws codified in Texas Business and Commerce Code Chapter 15;
- c. In connection with this bid, neither I nor any representative of the company have violated any federal antitrust law; and
- d. Neither I nor any representatives of the company have directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the company.

4.7. INTERLOCAL PURCHASING

The City desires to make available to other local government entities of the State of Texas, by mutual agreement with the successful bidder, properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same goods, at the prices quoted, for the period of this contract. Bidder shall agree to honor interlocal purchasing orders in accordance with agreement terms and conditions, in addition to orders from the City of Temple. Bidders that will not honor interlocal purchasing agreements must state interlocal agreements as an exception on the Bidder Information Form. The absence of this exception on the Bidder Information Form shall indicate that the bidder agrees to honor any interlocal purchasing agreements.

SECTION 5 – BID FORMS



FORM 5.1. - BIDDER INFORMATION FORM

1. Company Information

Company Name: _____

Business Address: _____

Remit-to Address, if different: _____

Tax Identification Number: _____

Contact Person: _____

Phone: _____

Email: _____

2. Addenda

Our company has reviewed and formally acknowledges receipt of all addenda, if any, provided in the Euna e-procurement portal. Please record the number of addenda acknowledged here:

_____ (number of addenda acknowledged)

3. Credit Check Authorization

The City is required to determine whether a bidder who may be awarded a contract is financially responsible. The City may run a credit check on the potential contractor before award of the contract. By signing this Bidder Information Form, I hereby authorize the City of Temple, credit bureau, or other investigative agency employed by the City of Temple to investigate my credit history and financial responsibility.

4. Authorized Personnel

State your firm's personnel authorized enter into a contract, if any, resulting from your bid:

<i>Name</i>	<i>Phone Number</i>	<i>Email Address</i>
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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5. Agreement

The successful bidder shall be able to execute the attached agreement and be able to comply with the insurance requirements as stated within the agreement. Please confirm your ability to execute this contract.

_____ (initial to confirm)

6. References

If your company has not provided like-kind products/services to the City in the last three (3) years, please provide three (3) customer references:

<i>Entity Name</i>	<i>Contact Person</i>	<i>Phone #</i>	<i>Email</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Exceptions Taken by Bidder

State exceptions taken to any terms of this bid, if any.

8. Authorization

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

Email Address: _____

9. Order Servicing Information

Phone Number to Schedule Service: _____

Email to Schedule Service: _____



FORM 5.2. - PRICING FORM

Paper Bid Response

Complete and submit this Pricing Form if submitting a **paper** bid response.

Online Digital Bid Response

Submit pricing within the *Euna* portal if submitting a **digital** bid response. This Pricing Form is not required.

Description	Est Annual Qty	UOM	Unit Price	Est Annual Price
Bid price per gallon for hauling and disposal of sludge as specified herein	3,500,000	gallons	\$	\$

NOTE: Please include with your bid your local, state, and/or federal permits, licenses, authorizations, and certifications which qualify your company to haul and dispose of sludge.



FORM 5.3. - CONFLICT OF INTEREST QUESTIONNAIRE

See Section 4.2. Conflict of Interest, for information regarding when it is necessary to complete and submit this form.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



FORM 5.4. – LOCAL PREFERENCE DECLARATION

Texas Local Government Code §§ 271.905 and 271.9051 allow the City of Temple to consider a bidder's principal place of business when evaluating competitive bids for real property, personal property, goods, or services. To qualify as a local bidder, the bidder's principal place of business must be located within the city limits of Temple, Texas.

- 1) **3% Local Preference:** Applies to all purchases of real or personal property. City Council may award a local bidder if the bid is within 3% of the lowest non-local bid.
- 2) **5% Local Preference:** Applies to purchases of construction services under \$100,000 and all other goods or services under \$500,000. City Council may award a local bidder if the bid is within 5% of the lowest non-local bid.

Complete and submit this form with the bid response to declare your firm's eligibility as a local bidder and describe potential economic development impacts that may be considered during evaluation.

Bidder Name: _____

Principal Place of Business (Physical Address):

Street: _____ City: _____ State: _____ Zip: _____

Mailing Address (if different):

Street: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Phone: _____

Email: _____

Local preference laws require that the City consider economic benefits to the community. Provide a brief explanation describing how awarding this contract to your business will provide economic value to the City of Temple:

By signing below, I certify that:

1. The information provided in this form is true and correct.
2. I understand that completing this form does not guarantee application of local preference or award of a contract.
3. I understand that the City may request additional documentation to verify eligibility.
4. I acknowledge that the City will apply local preference only as permitted by law and when in the best interest of the City of Temple.

Authorized

Representative Name: _____

Title: _____

Signature: _____ Date: _____

FORM 5.5. – FEDERAL VENDOR CERTIFICATION FORM

For each of the items below, Vendor shall certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative initial the applicable term and condition.

NON-COLLUSION CERTIFICATION

The vendor certifies that the submission to this solicitation has been independently arrived at without collusion with any other vendor or with any other competitor; has not knowingly disclosed and will not be knowingly disclosed, to any other vendor or competitor or potential competitor, prior to the opening of submission for this project; no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a submission to this solicitation. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification and that the penalties herein are applicable to the vendor as well as to any other person signing in their behalf.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As required by Texas Family Code §231.006 as amended by Section 82 of H.B. 433, 74th Legislature, R.S. (Acts 1995, 74th Leg., R.S., Ch. 751), all vendors must complete and submit with the solicitation response the following affidavit:

I, the undersigned vendor, do hereby acknowledge that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services.

I further acknowledge that a child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until: 1) all arrearages have been paid; 2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or 3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption.

In accordance with Texas Family Code §231.006, the names and social security numbers of the individual identified in the quote, bid, proposal or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein are provided below:

_____ Name	_____ Social Security Number
_____ Name	_____ Social Security Number

Pursuant to Texas Family Code §231.006, the vendor hereby certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

 Initials of Authorized Vendor Representative

CERTAIN DEBTS OR DELINQUENCIES CERTIFICATION

As required by Texas Government Code §2252.903 Contracting with Persons who have Certain Debts or Delinquencies, vendor's authorized agent certifies that it is not currently delinquent in payment of any student loan, child support obligation, or tax, to include franchise taxes owed the State of Texas under Chapter 171, Tax Code, or that it is exempt from, or not subject to, such tax.

Please indicate your status:

_____ The corporation or person is neither in debt nor delinquent in payment of any of the above and is exempt from payment of franchise taxes or is an out-of-state corporation not subject to franchise tax; therefore, I am submitting a certified statement to that effect.

_____ The corporation or person is subject to Texas franchise tax and is neither in debt nor delinquent in payment of any of the above. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation or person.

_____ I hereby certify that there is delinquent Texas franchise tax pending against the corporation or person.

_____ I hereby certify that the corporation or person is in debt or delinquent in payment of either a student loan, child support, or tax obligation owed to this state (other than Texas franchise tax).

_____ Initials of Authorized Vendor Representative

COMPLIANCE WITH ANTITRUST LAWS (TEXAS GOVERNMENT CODE §2155.005)

- a. I affirm under penalty of perjury of the laws of the State of Texas that:
- b. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- c. In connection with this solicitation, neither I nor any representatives of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, laws codified in Texas Business & Commerce Code Chapter 15;
- d. In connection with this solicitation, neither I nor any representative of the Company have violated any federal antitrust law; and
- e. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this solicitation to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

_____ Initials of Authorized Vendor Representative

CERTIFICATION REGARDING BOYCOTTING ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant Texas Government Code, Chapter 2271, Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Vendor hereby certifies it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year of the City, the following certification shall apply; otherwise, this certification is not required. As required by Texas Government Code §552.374(b), the following statement is included in the solicitation and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement 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." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement; (2) promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of the City; and (3) on completion of the Agreement, either (a) provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the City.

 Initials of Authorized Vendor Representative

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code, Chapter 2274 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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)." See Texas Government Code §809.001(1).

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST
FIREARM AND AMMUNITION INDUSTRIES**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Texas Government Code § 2274.003 of SB 19 (87th leg.); and (e) the City has determined that Vendor is not a sole source provider or the City has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or 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 these entities or associations, that exists to make a profit, 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 contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Texas Government Code § 2274.001(3) of SB 19. “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” See Texas Government Code § 2274.001(3) of SB 19.

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN
CONNECTION WITH CRITICAL INFRASTRUCTURE**

The City is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the City for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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 (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this Agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See Texas Government Code § 2274.0101(2) of SB 1226 (87th leg.). Vendor verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled,

or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

 Initials of Authorized Vendor Representative

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS, APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by the City for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order (PO), the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between the City and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

a. Vendor Violation or Breach of Contract Terms for Contracts Exceeding Simplified Acquisition Threshold

Contracts for more than the Simplified Acquisition Threshold (2 CFR §200.320) which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

 Initials of Authorized Vendor Representative

b. Termination for Cause or Convenience for Contracts Exceeding \$10,000

The City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from the procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: 1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; 2) make any payments owed; 3) otherwise perform in accordance with the contract and/or procurement solicitation; or 4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarded agency or the City. The City also reserves the right to terminate the contract immediately, for convenience, if the City believes, in its sole discretion, that it is in the best interest of the City to do so. The vendor will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of the City. If the City terminates the contract for any reason, written notice of termination will be provided to Vendor. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

 Initials of Authorized Vendor Representative

c. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

When federal funds are expended by the City on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

 Initials of Authorized Vendor Representative

d. Davis-Bacon Act as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor agrees that for any purchase to which this requirement applies, the award is conditioned upon Vendor’s acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor further agrees that it shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

 Initials of Authorized Vendor Representative

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

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

transportation or transmission of intelligence.

Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

 Initials of Authorized Vendor Representative

f. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

 Initials of Authorized Vendor Representative

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

Where applicable, all contracts awarded by the City in excess of \$150,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Vendor agrees to comply with all applicable requirements referenced above.

 Initials of Authorized Vendor Representative

h. 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 government-wide 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.

Vendor certifies that during the term of an award for all contracts by the City resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the City if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The City may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the City knows the certification is erroneous.

 Initials of Authorized Vendor Representative

i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Initials of Authorized Vendor Representative

j. Procurement of Recovered Materials

The City and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and 3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The City and its contractors will, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

This may include purchasing compostable items and other products and services that reduce the single-use plastic products. See Executive Order 14057, section 101, Policy.

Vendor certifies that 1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and 2) vendor will ensure compliance with all of the aforementioned requirements.

 Initials of Authorized Vendor Representative

k. Required Affirmative Steps for Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds

Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourages participation by these business types; and 5) utilizing organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

 Initials of Authorized Vendor Representative

**CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY
2 CFR 200.215**

When federal funds are expended by the City for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the City will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The City has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

 Initials of Authorized Vendor Representative

**CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES
2 CFR 200.216**

The City, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonable believes to be an entity owned or controlled by, or otherwise connect to, the government of a covered foreign country. For the purposes of 2 CFR § 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

 Initials of Authorized Vendor Representative

**CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS
2 CFR 200.217**

Vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 USC 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grand. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 USC 4712. See statutory requirements for whistleblower protections at 10 USC 4701, 41 USC 4712, 41 USC 4304, and 10 USC 4310.

 Initials of Authorized Vendor Representative

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS
PAID FOR WITH FEDERAL FUNDS – 2 CFR 200.334**

The vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334, including, without limitation, financial records, supporting documentation and statistical records, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS

When federal funds are expended by the City for any contract resulting from this procurement process in excess of \$100,000, vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the City for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

 Initials of Authorized Vendor Representative

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

The City does not discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring nondiscrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

 Initials of Authorized Vendor Representative

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 CFR 200.318

The vendor certifies that the vendor will be in compliance with mandatory regulation, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 USC 201, Chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

 Initials of Authorized Vendor Representative

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 CFR 200.322(A) AND (B)

To the greatest extent practicable and consistent with law, the City has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

“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.

“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.

 Initials of Authorized Vendor Representative

CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 CFR 200.322(c)

2 CFR 200.322(c) requires federal agencies providing Federal assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR Part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act (BABA), when the City is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. “Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports, water systems, including drinking water and wastewater system; electrical transmission facilities and system; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance including, but not expressly limited to: the U.S. Department of Health and Human Services and U.S. Environmental Protection Agency (collectively, the “Buy America Preference Requirements”).

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to the City and/or awarding Federal agency.

 Initials of Authorized Vendor Representative

CERTIFICATION OF ACCESS TO RECORDS – 2 CFR 200.337

Vendor agrees that the City, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of performing audits, executing site visits, or any other official use. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this contract, or the federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

 Initials of Authorized Vendor Representative

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

 Initials of Authorized Vendor Representative

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name _____

Address _____

Phone _____ Email Address _____

Printed Name and Title of

Authorized Representative _____

Signature of Authorized Representative _____

Date _____

Rev. 3/2026

SECTION 6 – ATTACHMENTS

2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. *INDEMNITY*

5.1 Definitions

For the purpose of this section the following definitions apply:

“City” shall mean all officers, agents and employees of the City of Temple.

“Claims” shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

“Company” includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

“Company’s employees” shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.

“Damages” shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys’ fees, witness fees, expert witness fees and expenses,
- (iv) any settlement amounts; and
- (v) all other costs and expenses of litigation

“Premise Defects” shall mean any defect, real or alleged, which now exists, or which may hereafter arise upon the premises.

5.2 Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

6. INSURANCE

6.1 AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

	<u>TYPE</u>	<u>AMOUNT</u>
(a)	Workers Compensation	(where required by State law, specifically including but not limited to, Tex. Labor Code Sec. 406.096)
	Employer's Liability	\$100,000 per occurrence
(b)	Commercial (Public) Liability, including but not limited to:	
1.	Premises/Operations	Combined Single Limit for
2.	Independent Contractors	Bodily Injury and
3.	Personal Injury	Property Damage
4.	Products/Completed Operations	
5.	Contractual Liability	\$500,000 per occurrence
	(insuring above indemnity provisions)	
(c)	Comprehensive Automobile Liability - to include coverage for:	
1.	Owned/Leased Automobiles	Combined Single Limit for
2.	Non-owned Automobiles	Bodily Injury and Property
3.	Hired Cars	Damage: \$500,000 per occurrence

6.2 OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third-party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- (a) ***Be named as additional insured.***
- (b) Be provided with a waiver of subrogation, in favor of the City.
- (c) Be provided with **30 days** advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate).
- (d) Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirements.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

7. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended and shall not exceed \$_____.

8. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Bell County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

9. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company agrees to perform services in compliance with all applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, Title VI of

the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; the Age Discrimination Act of 1975; the Americans with Disabilities Act; 2 CFR Part 200; the Texas Government Code; the Texas Local Government Code; and all applicable City policies and procedures, including those referenced in any City solicitation request completed by Contractor, which is incorporated by reference herein.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

Company certifies, pursuant to Texas Government Code Chapter 2274, Subchapter F, Title 10, if the Company has 10 or more full-time employees and the contract value is \$100,000 or more, Company certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

Company certifies, pursuant to Texas Government Code Chapter 2274, Subchapter F, Title 10, if the Company has 10 or more full-time employees and the contract value is \$100,000 or more, Company certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not discriminate during the term of this contract against a firearm entity or firearm trade association.

Company certifies, pursuant to Texas Government Code, Chapter 2252, Subchapter F, it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Company acknowledges this Agreement may be terminated without penalty if these certifications are or at any time become inaccurate.

10. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

11. NOTICES

Whenever any notice is required or permitted under this Agreement or by law, it shall be in writing and shall be delivered (i) electronically; (ii) personally, with acknowledgment of receipt being obtained by the delivering Party; (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United Parcel Service. Notices to the Parties shall be delivered as follows:

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. Notice given electronically shall be deemed given the next City business day after it has been successfully sent.

12. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by and all notices, questions, or documentation, arising under this Agreement shall be addressed to the contract administrator at:

Colton Migura, Assistant Director of Water Treatment
4820 Parkside Drive
Temple, TX 76502

13. EXECUTION OF AGREEMENT

The execution of this Agreement shall proceed as follows: signature of Company (and the Corporate Secretary and seal, if applicable) shall be affixed hereto, whereupon the Agreement shall be submitted to the City Attorney's Office for review and approval. After such approval, the Agreement shall then be signed by the City Manager. After such approval, an executed original of this Agreement shall be kept on file in the City Secretary's Office.

THE CITY OF TEMPLE, TEXAS

COMPANY NAME

Brynn Myers, City Manager

Name, Title

ATTEST:

Jana Lewellen, City Secretary

APPROVED AS TO FORM:

City Attorney's Office