

Request for Qualifications

By Order of the City Council of the City of Temple, Texas,
qualifications will be received for:



**Professional Engineering &
Architectural Design Services
RFQ No. 13-12-17**

**Initial Qualification Submittal Deadline:
3:00 p.m. on Thursday, March 9, 2017**

Return Qualifications to: Purchasing Department
City of Temple
3210 East Avenue H
Building C
Temple, Texas 76501

or email to:
purchasing@templetx.gov

INSTRUCTIONS TO OFFERORS

1. All qualification documents shall be delivered to the Purchasing Department located at 3210 East Avenue H, Building C, Temple, Texas 76501 or emailed to purchasing@templetx.gov.
2. If qualifications are delivered via hardcopy, the envelope or package containing the completed statement of qualifications should be marked legibly on the outside with the submitter's name and address along with "Statement of Qualifications for Professional Engineering & Architectural Design Services; RFQ No. 13-12-17."
3. The offeror shall sign and date the submittal where provided within the RFQ. The person signing the proposal must have the authority to bind the firm in a contract. Qualifications which are not signed and dated in this manner may be rejected.
4. The City of Temple, Texas, reserves the right to reject any or all Statement of Qualifications as it shall deem to be in the best interests of the City of Temple.
5. The City of Temple is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
6. Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Temple Director of Purchasing. Vendors who pick up the RFQ from a source other than from www.publicpurchase.com are responsible for checking with the Purchasing Department to see if any addenda have been issued.
7. Proposals for specific projects resulting from submitted Statement of Qualifications must comply with all applicable federal, state, county and local laws concerning these types of services.
8. A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed delivery schedule;
 - c. have a satisfactory record of performance;
 - d. have a satisfactory record of integrity and ethics; and
 - e. be otherwise qualified and eligible to receive an award.

The City of Temple may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.

9. Section 176.006 of the Texas Local Government Code, as amended through HB 23, requires a vendor of the City of Temple to file a completed conflict of interest questionnaire if the vendor has a business relationship with the City and:
 - (a) has an employment or other business relationship with a City of Temple local government officer or a family member of the City of Temple 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;
- (b) has given a City of Temple 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
 - (c) has a family relationship with a City of Temple local government officer.

A vendor is required to file a completed questionnaire with the City Secretary's office not later than the seventh (7th) business day after the later of the following:

- (a) the date the vendor begins discussions or negotiations to enter into a contract with the City of Temple or submits an application or response to a solicitation; or
- (b) the date the vendor becomes aware of any business relationship as outlined in the preceding paragraph.

"Local Government Officer" means:

- (a) a member of the governing body (i.e. mayor or council member);
- (b) a director, superintendent, administrator, or other person designated as an executive officer of the City of Temple; or
- (c) an agent of the City of Temple who exercise discretion in the planning, recommending, selecting, or contracting of a vendor.

State law requires that a vendor file an updated completed questionnaire 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.

The Conflict of Interest Questionnaire is attached to this RFQ and it also can be downloaded from the City's website www.templetx.gov under the City Secretary's tab for Public Information. Compliance with this law is the responsibility of each bidder/vendor.

10. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Temple purchases, a vendor that is awarded a contract or purchase that is greater than \$25,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

The City of Temple is aware of the time and effort you expend in preparing and submitting solicitation information to the City. Please let us know of any qualification requirements causing you difficulty in responding to our Request for Qualifications. We want to facilitate your participation so that all responsible vendors can compete for the City's business.

If you have any questions concerning this Request for Qualifications and specifications, please contact the City of Temple Purchasing Department at (254) 298-5655 or email your questions to purchasing@templetx.gov.



Request of Qualifications

I. Specifications

The City of Temple (City) desires to retain qualified engineers and architects (licensed to practice in the State of Texas) to provide services on an as-needed basis during the next three (3) years. The City may conduct interviews with firms submitting statements of qualifications before a firm is placed on the City's pre-qualified list.

Firms that demonstrate in their statement of qualifications and interview, if applicable, an ability to provide services meeting the City's requirements will be placed on a list of pre-qualified firms. When it is necessary to engage the services of a design professional, the City will select firms from the pre-qualified list. The City may, however, solicit services through a project-specific request for qualifications when the complexity, size, or scope of a project warrants a project-specific Request for Qualifications (RFQ).

In accordance with Texas Government Code Chapter 2254, when selecting a design firm for a specific project, staff will select a firm based on demonstrated competence and qualifications to perform the project-specific services at a fair and reasonable price. The project-specific selection criteria may include, but not limited to, the following: project-specific experience and qualifications, past relationship with the City, familiarity with the City's existing infrastructure, reputation with other entities, skilled staffing availability, and ability to be responsive to needs at a project site.

When a firm is approached to submit a proposal for a specific project, the firm shall select any required sub-consultants from the City's list of pre-qualified firms. The lead firm's proposal shall identify these sub-consultants in their project-specific proposal. Please note that this is a requirement is relevant for the use of any required sub-consultant design professionals as identified on the list of disciplines defined on the attached Firm Information Sheet (e.g. not relevant for surveying services). A list of the pre-qualified firms will be maintained on the City of Temple Purchasing Department website. **PLEASE NOTE:** Based on this new requirements, firms are encouraged to communicate the availability of this RFQ to sub-consultants that are routinely used.

Firms should not contact the City's Public Works Department for qualification interviews. All requests for information related to this RFQ or the City's pre-qualified design professional list should be communicated to the Director or Assistant Director of Purchasing at purchasing@templetx.gov or 254/298-5655.



II. Information Requested From Offerors

Each qualification submittal shall contain all the items listed below with the Firm Information Sheet placed on the top of the submittal. Submittals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirement of this RFQ. It is also acceptable to submit previously published documents (e.g. brochures) to fulfill the RFQ requirements. Incomplete submittals may be rejected in technical review by the Evaluation Committee.

- A. Complete the attached Firm Information Sheet. This should be the cover page of your submittal.
- B. Provide a summary of the firm's history including information on parent company, if applicable.
- C. Provide a listing of present office locations and state the location of the office(s) which will provide services to the City.
- D. Provide a list of employees that may perform work for the City and give a summary of their qualifications and experience.
- E. Provide a listing of projects that are representative of your firm's capabilities. Briefly describe the services provided by your firm and state whether your firm was the prime professional or played another role in the project.
- F. Provide a list of at least five (5) references familiar with the firm's capability to deliver services, including contact names, email addresses, phone numbers, and description of services provided.
- G. If the firm is pre-qualified, **the attached contract for professional services written by the City's Legal Department shall be the basis for any contract negotiation** that may take place following selection for the project. The method of payment shall be a lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed or specific tasks completed. Any additional services contracted for shall be lump sum. **By submitting your qualifications, your firm is affirming that it has the ability to comply with these terms and conditions, including the execution of the attached contract agreement for professional services.**



RFQ No. 13-12-17

**Professional Engineering &
Architectural Design Services**

- H. By submitting your qualifications, you are also affirming that you can comply with the insurance requirements specified in Article 15 of the attached Agreement for Professional Services.
- I. Provide a completed Vendor Information Sheet and W9 for accounts payable purposes. The City's Vendor Information Form is attached. The W-9 can be accessed on the IRS website at <https://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=103>.

III. Submission Information

The initial deadline for receiving Statements of Qualifications is **March 9, 2017 at 3:00 p.m.** Any questions regarding this RFQ should be directed to Belinda Mattke, Director of Purchasing, at (254) 298-5655 or purchasing@templetx.gov.

Firms may re-submit rejected statements and firms may update their statements at any time during the three (3) year period. Additional firms may be allowed to submit statements during this three year period in order to be placed on the pre-qualified list at the discretion of the Director of Purchasing.

Qualifications may be submitted via email to purchasing@templetx.gov. Alternatively, please submit a digital copy (e.g. flash drive) of the qualifications, along with a hard copy of the Firm Information Sheet, to:

Belinda Mattke
Director of Purchasing
3210 East Avenue H, Building C
Temple, Texas 76501

The City of Temple is an Affirmative Action and Equal Opportunity Employer.



RFQ No. 13-12-17

**Professional Engineering &
Architectural Design Services**

FIRM INFORMATION SHEET

Company Name	
Address	
City, State, Zip	
Phone Number	
Fax Number	
E-mail Address	
State of Texas Firm Registration #	
Tax Identification Number	

Our firm has experience and would like to be considered for design work in the following area(s) (please check appropriate boxes):

- Architecture – Facility Design Services
- Architecture – Landscape
- Drainage
- Electrical
- Environmental
- Geo-technical
- Mechanical
- Structural
- Traffic Control & Analysis
- Transportation Infrastructure (e.g. streets, sidewalks, rail)
- Water and Wastewater Utilities
- Water Treatment Plants
- Wastewater Treatment Plants
- Other: _____

Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	



Vendor Number _____
(to be filled in by City)

Vendor Information Sheet

In order to ensure the accuracy of our files, we are asking you to complete the form below and return it with your W-9. We appreciate your cooperation.

Business Name	
Contact Name	
Remittance Address	
Email Address	
Tax Identification Number	
Phone Number	
Fax Number	
Web Address	

1099 Reportable: _____ Yes _____ No

I hereby certify the above information to be true and correct to the best of my knowledge:

By _____ Date _____

Please Print:

ARTICLE 3 ADDITIONAL SERVICES

3.1 The outline of the scope of work set forth in Article 2 will be considered sufficient to perform the work. The consulting services set forth hereinafter as Additional Services are not included as part of the services to be provided by the **CONSULTANT** under Article 2. It is recognized that the elements of such consulting work cannot be accurately predetermined or controlled entirely by the **CONSULTANT**. Therefore, such consulting work will be performed as Additional Services.

3.2 The **CONSULTANT** will furnish Additional Services only when agreed between **CITY** and **CONSULTANT** in writing and only after such Additional Services have been approved by the **CITY** and additional funds have been authorized by the City Council.

3.3 Such services may include:

3.3.1 Appearing before State and other regulatory agencies.

3.3.2 Preparing to serve or serving as an expert witness on behalf of the **CITY** in connection with any public hearing, arbitration or legal proceeding.

3.3.3 Revising contract drawings, specifications, or other documents which have been previously approved by **CITY** to accomplish changes not initiated by the **CONSULTANT** which would require substantial change in basic design.

ARTICLE 4 COMPENSATION

4.1 DEFINITION OF TERMS

4.1.1 Hourly Rates. Hourly rates is defined as the cost of salaries of consultants, technicians, drafters, stenographers, surveyors, clerks, laborers, etc., including social security contributions, unemployment excise and payroll taxes, employment compensation insurance, medical and other insurance benefits, sick leave, vacation, holiday pay, contributions to a pension or retirement plan for time directly chargeable to the **PROJECT**. Hourly rates for this **PROJECT** will not exceed those listed in Attachment 'B', which is attached hereto and made a part of this contract for all purposes.

4.1.2 Direct Non-Labor Expenses. Direct non-labor expenses are defined as all non-labor expenses incurred by the **CONSULTANT** which are directly chargeable to the **PROJECT**, which in general include expenses for supplies, transportation, equipment, travel, communications, subsistence and lodging away from home, field office expenses, reproductions, and similar incidentals.

4.2 PAYMENT FOR BASIC SERVICES

4.2.1 Based on applications for payment submitted by the **CONSULTANT** and approved by the **CITY**, the **CITY** will make progress payments as scheduled hereafter for basic services. The application for payment will be computed on the basis of hourly rates shown in Attachment 'B' plus direct non-labor expenses.

4.2.2 For basic services, **CONSULTANT** will be paid an amount not to exceed \$_____. Partial payments will be made monthly upon presentation of statements to **CITY**.

4.2.3 In no event will the **CONSULTANT** ever be paid more than the total amount of services performed at the date that the **CONSULTANT** is notified that the **CITY** does not wish to proceed with the **PROJECT**, or otherwise terminates this agreement in accordance with the termination clause contained in Article 9.

4.2.4. **CONSULTANT** agrees and certifies in accordance with the Texas Professional Services Procurement Act that the professional fees charged under this contract are fair and reasonable and are not higher than the published recommended practices and fees of applicable professional associations.

4.2.5 **CONSULTANT** will allow **CITY** or its representative to perform audits, if necessary, to verify the hours worked and the expenses incurred contained in applications for payment.

4.3 PAYMENT FOR ADDITIONAL SERVICES

4.3.1 Payment for additional services will be computed on the basis of hourly rates plus direct non-labor expenses. For any additional services provided, the **CONSULTANT** will be compensated in accordance with the schedule for various employees of the **CONSULTANT** as set forth in Attachment 'B'.

4.3.2 Payment for Additional Services will be made monthly, based upon presentation of invoices, statements and billings to the **CITY** sufficient to show the work accomplished. Under no conditions will any additional services be paid for until the **CONSULTANT** has received written authorization from the **CITY** for such work.

4.4 ADDITIONAL COPIES OF PRINTED DOCUMENTS

Additional copies, above the number due as part of the basic services outlined in Article 2, of reproduced plans, specifications, maps and exhibits will be available to the **CITY** upon request to the **CONSULTANT** and will be paid for by the **CITY** at actual invoice cost to the **CONSULTANT**.

ARTICLE 5
SERVICES BY THE CITY

5.1 In general, the **CITY** through its contract administrator will render services as follows:

5.1.1 Provide available criteria and full information as to the **CITY'S** requirements for the **PROJECT**.

5.1.2 Assist the **CONSULTANT** by placing at his disposal all available written data pertinent to previous operations, reports, and any other data affecting the design and/or construction of the **PROJECT**.

5.1.3 Acquire all land and rights-of-way required for the **PROJECT** and any related off-site work, including rights of ingress and egress on private property.

5.1.4 Respond promptly in writing to requests by the **CONSULTANT** for authorization to proceed with specific activities deemed desirable.

5.1.5 Examine documents submitted by the **CONSULTANT** and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the **CONSULTANT'S** services.

5.1.6 Furnish required information as expeditiously as necessary for the orderly progress of the work.

5.2 The **CONSULTANT** will be entitled to rely upon the **CITY'S** administrator regarding decisions made by **CITY**; further, all notices or information will be deemed made when conveyed in writing to the administrator.

5.3 The services, information and reports required above will be furnished at the **CITY'S** expense.

ARTICLE 6
PROJECT DOCUMENTS

6.1 All documents including, but not limited to, tracings, drawings, estimates, specifications, investigations, and studies completed or partially completed will be the property of the **CITY**.

6.2 **CONSULTANT**, its subcontractors, agents and employees will be liable to **CITY** for any loss or damage to any such documents while they are in the possession of or while being worked upon by the **CONSULTANT** or anyone connected with him. All documents so lost or damaged will be replaced or restored by **CONSULTANT** without cost to the **CITY**.

ARTICLE 7
NOTICE TO PROCEED; SCHEDULING OF WORK

7.1 It is understood and agreed that the **CONSULTANT** will work as an Independent Contractor but the **CITY** will have ultimate control of the services to be rendered, and that no work will be done under this Agreement until the **CONSULTANT** is instructed in writing to proceed with the work, and he shall complete his work no later than _____.

ARTICLE 8
ASSIGNMENT

8.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this contract. Neither party will assign, sublet nor transfer any interest in this contract without the written authorization of the other.

ARTICLE 9
TERMINATION

9.1 In connection with the work outlined in this contract, it is agreed and fully understood by the **CONSULTANT** that the **CITY** may cancel or indefinitely suspend further work hereunder or terminate this contract upon fifteen (15) days written notice to the **CONSULTANT** with the understanding that immediately upon receipt of said notice all work and labor being performed under this contract will cease. Before the end of such fifteen (15) day period **CONSULTANT** will invoice **CITY** for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement. All drawings, field surveys, maps, estimates, investigation, studies, and other data work related to the **PROJECT** will become the property of the **CITY** upon termination of this Agreement.

9.2 Nothing contained in paragraph 9.1 above will require the **CITY** to pay for any work which is unsatisfactory as determined by the Contract Administrator or which is not submitted in compliance with the terms of the Agreement. The **CITY** will not be required to make any payments to the **CONSULTANT** when the **CONSULTANT** is in default under this Agreement, nor will this article constitute a waiver of any rights, at law or at equity, which the **CITY** may have if the **CONSULTANT** is in default, including the right to bring legal action for damages or to force specific performance of this contract.

9.3 **CONSULTANT** understands and agrees that time is of the essence and that any failure of the **CONSULTANT** to complete his services within the time limit established herein will constitute a material breach of this Agreement. The **CONSULTANT** will be fully responsible for any delays or for failures to use his best efforts in developing contractual documents in accordance with the terms of this Agreement. Where damage is caused to the **CITY** due to the **CONSULTANT'S** failure to perform in this manner, the **CITY** may withhold all or any portion of the **CONSULTANT'S** payments hereunder without waiver of any of the **CITY'S** additional legal rights or remedies.

9.4 The **CONSULTANT** will have the right to terminate this Agreement, on fifteen (15) days written notice to the **CITY** should the **CITY** fail to satisfactorily perform its obligation herein. In the event of termination, the **CONSULTANT** will be paid for all services rendered to date of termination. Nothing contained herein will constitute a waiver of **CONSULTANT'S** right to bring a suit for damages or to enforce specific performances of this Agreement under these circumstances. In the event of termination hereunder, **CONSULTANT** will invoice **CITY** for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.

9.5 Notwithstanding anything contained herein to the contrary, the **CITY** will have the right to withdraw from this Agreement on the last day of **CITY'S** current fiscal year in the event of non-appropriation of funds by its governing body.

ARTICLE 10 VENUE

10.1 Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court, attorney's fees, and expert witnesses' and consultants' fees.

ARTICLE 11 CONTRACT AGREEMENT

11.1 This instrument represents the entire understanding between the **CITY** and the **CONSULTANT** in respect to the **PROJECT** and may only be modified in writing signed by both parties.

ARTICLE 12 UNLAWFUL PROVISIONS DEEMED STRICKEN

12.1 If this Agreement contains any unlawful provisions not an essential part of the Agreement, and which shall do not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the application of either party or the ruling of a court of competent jurisdiction, the unlawful provision shall be considered stricken from the Agreement without affecting the remainder of the Agreement.

ARTICLE 13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

13.1 Approval by the **CITY** will not constitute nor be deemed a release of the responsibility and liability of the **CONSULTANT**, his employees, subcontractors, agents and consultants for the accuracy and competency of their designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such

responsibility by the **CITY** for any defect in the designs, drawings, or other documents prepared by the **CONSULTANT**, his employees, subcontractors, agents and consultants.

ARTICLE 14 STANDARD OF CARE

14.1 Services performed under this agreement shall be by a licensed **CONSULTANT** (or registered architect) and shall be executed with the professional skill and care ordinarily provided by competent consultants (or architects) practicing in the same or similar locality under the same or similar circumstances and professional license, and shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant (or architect).

ARTICLE 15 INDEMNIFICATION

15.1 THE CONSULTANT WILL INDEMNIFY, DEFEND, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' AND CONSULTANTS' FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, DUE TO ANY ACT OF NEGLIGENCE, INTENTIONAL ACT, OR BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, CAUSED BY CONSULTANT OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTIONS FOR WHOM CONSULTANT IS LIABLE. AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, OR ANY OF THEM IN CONNECTION WITH THIS AGREEMENT.

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

ARTICLE 16 INSURANCE

16.1 The **CONSULTANT** will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by **CONSULTANT's** negligent act, or error or omission in an amount of not less than \$250,000 per person or claim and \$500,000 per occurrence or annual aggregate. **CONSULTANT** agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage. **CONSULTANT** further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if **CONSULTANT** changes insurance carriers during this extended indemnity period.

CONSULTANT will further maintain general commercial liability coverage with minimum limits for damages resulting from bodily injury or death of \$250,000 per person and \$500,000 per occurrence, and \$100,000 per occurrence for property damage, or a combined single limit of \$500,000.

CONSULTANT further agrees that with respect to the above required liability insurances, the **CITY** will:

1. *Be named as additional insured for general liability insurance.*
2. *Be provided with a waiver of subrogation, in favor of CITY.*
3. *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).*
4. Prior to execution of this Agreement, be provided with either their original Certificate of Insurance or insurance policy evidencing the above limits and requirements, subject to approval by the City Attorney's Office.

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

ARTICLE 17 COMPLIANCE WITH LAWS

16.1 The **CONSULTANT**, his consultants, agents and employees and subcontractors, will comply with all applicable Federal and State laws, the Charter and Code or Ordinance of the City of Temple, and all other applicable rules and regulations promoted by all local, State and National boards, bureaus and agencies.

ARTICLE 18 NOTICES

17.1 This contract will be administered on the **CITY'S** behalf by _____. All notices, documentation, or questions arising under this Agreement should be addressed to the **CITY'S** contract administrator at:

All written notices from **CITY** to **CONSULTANT** will be addressed to the **CONSULTANT** as follows:

**ARTICLE 19
CAPTIONS**

The captions of this Agreement are for information purposes only and will not in any way affect the substantive terms and conditions of this Agreement.

**ARTICLE 20
EXECUTION OF AGREEMENT**

The execution of this Agreement shall proceed as follows: signature of the **CONSULTANT** (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. An executed original of this Agreement shall be kept on file in the City Secretary's Office.

IN WITNESS WHEREOF, the City of Temple, Texas has caused these presents to be executed by its City Manager and attested by its City Secretary and executed by _____.

THE CITY OF TEMPLE, TEXAS

CONSULTANT

Jonathan Graham, City Manager

ATTEST:

ATTEST:

Lacy Borgeson
City Secretary

APPROVED AS TO FORM:

City Attorney's Office

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **Jonathan Graham**, City Manager of the City of Temple, Texas.

Notary Public, State of Texas

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____.

Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2015, by _____ of _____, on behalf of such corporation.

Notary Public, State of Texas

CONFLICT OF INTEREST QUESTIONNAIRE

See Instructions to Offerors, Item 9, 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

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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