



## **Request for Proposals**

The City of Edinburg is soliciting competitive sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFPS will be received until **3:00 p.m. Central Time**, on **Tuesday, April 05, 2022**, shortly thereafter all submitted RFPS will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFPs. RFPs will not be accepted by telephone or facsimile machine. All RFPS must bear original signatures and figures. The RFP shall be for:

### **RFP #2022-12**

### **RESTORATION OF A 1954 AMERICAN LaFRANCE PUMPER FIRE TRUCK**

If you have any questions or require additional information regarding this RFP, please contact Ms. Lorena Fuentes, Assistant Purchasing Manager, at (956) 388-1895 or at the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com). **If you have any questions or require additional information regarding specifications for this proposal, please contact Jesus R. Saenz, Assistant City Manager at (956) 388-8207 or [jsaenz@cityofedinburg.com](mailto:jsaenz@cityofedinburg.com) or Chief Shawn Snider at (956) 605-0760 or [ssnider@cityofedinburg.com](mailto:ssnider@cityofedinburg.com).**

The City of Edinburg reserves the right to refuse and reject any or all RFPs and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFPs for a period of **90** days without taking action.

RFPs must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

### **SECTION I**

### **GENERAL TERMS AND CONDITION**

#### **PURPOSE**

The purpose of these solicitation documents is to provide a proposal for: **RFP# 2022-12 RESTORATION OF A HISTORIC 1954 AMERICAN LAFRANCE PUMPER FIRE TRUCK** The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting professional playground designers and suppliers for services and materials and labor related to constructing an inclusive playground.

## **INTENT**

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

## **SUBMITTAL OF RFP**

RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. One (1) original marked “**ORIGINAL**,” and one (1) Digital Copy in a **flash drive**. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

### Hand Delivered RFPs:

415 W. University Drive  
c/o City Secretary Department (1<sup>st</sup> Floor)

### If using Land Courier (i.e. FedEx, UPS):

City of Edinburg  
c/o City Secretary  
415 W. University Drive  
Edinburg, Texas 78541

### If Mailing RFPs:

City of Edinburg  
c/o City Secretary  
P.O. Box 1079  
Edinburg, Texas 78540-1079

## **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold RFP/s 90 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

## **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## **ASSIGNMENT**

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

## **AWARD**

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

## **NUMBER OF CONTRACTS**

THE CITY reserves the right to award one, more than one, or no contract in response to this RFP.

## **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

## **ALTERATIONS/AMENDMENTS TO RFP**

RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **NO RESPONSE TO RFP**

If unable to submit a RFP, respondent should return inquiry giving reasons.

## **LIST OF EXCEPTIONS**

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

## **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

## **SYNONYM**

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for THE RESTORATION OF A 1954 AMERICAN LAFRANCE PUMPER FIRE TRUCK as specified.

## **RESPONDENT'S EMPLOYEES**

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

## **INDEMNIFICATION CLAUSE**

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Assistant Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

## **INTERPRETATIONS**

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of Proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and

## **Modifications**

### **VERBAL THREATS AND OFFICIAL CONTACT**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

### **PAST PERFORMANCE**

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **RIGHT TO AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE



Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information, go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

### **CONFIDENTIALITY OF INFORMATION AND SECURITY**

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

### **RESPONSE DEADLINE**

Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, April 5, 2022 until 3:00 p.m.** for consideration. **One (1) original and one (1) digital copy** in a Flash Drive of the complete set of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for the **"RFP# 2022-012 RESTORATION OF A 1954 AMERICAN LAFRANCE PUMPER FIRE TRUCK"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

### **ADDENDA AND MODIFICATIONS**

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be

made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **RFP PREPARATION COSTS**

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these Proposals, he/she will be expected to furnish the product called for.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **QUESTIONS AND CLARIFICATIONS**

Questions and clarifications that change or substantially clarify the Request for Proposals will be affirmed in writing and copies will be provided to all firms on record responding to RFP. **Any inquiries to this RFP must be submitted to Mr. Jesus R. Saenz, Assistant City Manager, at (956) 388-8207 or at the following e-mail**

address: [isaenz@cityofedinburg.com](mailto:isaenz@cityofedinburg.com) or Chief Shawn Snider at (956) 605-0760 or [ssnider@cityofedinburg.com](mailto:ssnider@cityofedinburg.com) no later than Monday March 28, 2022 at 5:00 p.m.

#### **HB 89**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

**Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

#### **SB 13 ENERGY COMPANY BOYCOTTS**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

#### **SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

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

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

#### **ETHICAL STANDARD**

No City official or employee shall have interest in any contract resulting from this bid.  
The following forms must be completed with your bid response.

- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 13 Verification Form**
- **SB 19 Verification Form**

The forms stated above **MUST** be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the Bid. \* **FORM 1295 (CERTIFICATE OF INTERESTED PARTIES)** is not required with the bid submittal but will be required from the awarded party before entering into a contract with the City of Edinburg.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

#### **RFP PREPARATION COSTS**

(30) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(31) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

#### **AUTHORIZATION TO BIND RESPONDENT TO RFP**

(32) RFPs **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

#### **BRAND OR MANUFACTURER REFERENCE**

(33) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

**Confidential Information** Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

**STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident:  \$100,000 each accident

	Bodily Injury by Disease:  \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

## **SECTION II**

### **RFP REQUIREMENTS**

#### **PURPOSE:**

The purpose of these solicitation documents is to provide a proposal for **RFP# 2022-12 RESTORATION OF A 1954 AMERICAN LAFRANCE PUMPER FIRE TRUCK**: The City of Edinburg (hereinafter referred to as "THE CITY") is soliciting professional vehicle restoration firms to submit proposals for the restoration of a historic 1954 American LaFrance Pumper Fire Truck based upon the specifications set forth in the proposal documents.

#### **REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP. A total of **one (1) original and one (1) digital copy on a Flash Drive** of the RFP shall be submitted to the address on the cover letter.

## **SECTION III**

### **SCOPE OF WORK**

The City of Edinburg is seeking proposals for the restoration of a 1954 American LaFrance Pumper Fire Truck. The intent of this proposal is to select qualified firms to perform the restoration, that are of peak interest for the department, but proposals can include items deemed necessary for the complete restoration of the vehicle that are not included herein.

#### **COST LIMITATIONS**

The City has a maximum fund of \$135,000.00 to use toward this refurbishment project. All items listed in the remainder of this document are items that the City would like to accomplish but are not bound by or limited to the items. Proposals should include a recommended reserve amount for unexpected issues that may be identified during the project.

#### **TRANSPORTATION COST**

The cost of transportation which includes transporting of the apparatus from Edinburg Fire Station #2 602 W. Canton Rd Edinburg, Texas 78539. to the refurbishment facility and from the refurbishment facility back to Edinburg Fire Station #2 is the responsibility of the respondent. The Fire Department or the City of Edinburg will not be responsible for transportation cost incurred.

#### **GENERAL INSPECTION AND TESTING**

It is understood by the Edinburg Fire Department that certain test and a general inspection be performed once the apparatus arrives at the refurbishment location. Once the inspection is complete, a list should be generated of defects and presented to the Fire Department for review. After the review is conducted, if any repairs are to be conducted, the Fire Department will authorize the repairs in writing. No additional work shall be performed without prior approval and written consent of the Edinburg Fire Department.

#### **REPAIR/REFURBISHMENT ITEMS**

The following list identifies the items that the department would like to have repaired/refurbished in order of priority. The proposal should address each item along with a cost to perform the particular repair/refurbishment.

- A. Mechanical
  - a. Compression Test
  - b. Leak-Down Test
  - c. General Assessment of Engine Health and Condition
  - d. Ignition System Rebuild
  - e. New Top End Gaskets
  - f. Change of Fluids, Belts, Hoses
  - g. Water Pump Rebuild
  - h. Brake Systems
  - i. Transmission Systems
- B. Paint and Body Work
  - a. Clean, Detail, Prep, and Paint Engine
  - b. Epoxy prime all panels
  - c. Straighten Sheet metal and block sand panels smooth
  - d. Poly, spray, final block and prep for paint
  - e. Prep, seal, paint all body panels,
  - f. Wet sand and buff all exterior panels
- C. Services
  - a. Media blast body panels to bare metal
  - b. Straighten, sandblast, power coat silver on running boards, floor pans, and misc. silver parts
  - c. Re-plate chrome and nickel
  - d. New windshield to replace existing
  - e. Full tear-down and recasting of steering wheel assembly, epoxy repair of steering wheel to repair cracks and damage, repaint steering wheel to match
  - f. Striping, lettering, and exterior design (Reflective Band, Lettering and Graphics) Edinburg Fire Department will designate vehicle number at a future date.
  - g. Initiate and provide shipping from the City of Edinburg, Texas to proposer's location and return to shipping to the City of Edinburg, Texas from proposer's location after completion.
  - h. Lights as Follows: Directional (Front), Lights Front Zone Lower, Step Lights, Rear FMVSS Lighting, Lighting Bezel, Rear ID/Marker DOT Lighting, Perimeter Scene Lights Cab, Perimeter Scene Lights Body, Light Bar, Side Zone Lower Lighting, Rear Zone Lower Lighting, and Warning Lights.
  - i. Intercom System

The proposal must address each of the items within the scope and statement of work at a minimum.

#### **SECTION IV**

### **PROPOSAL AND SUBMISSION REQUIREMENTS**

To achieve a uniform review process and obtain the maximum degree of comparability, the proposals shall be organized in the manner specified below. The typeface shall be of 12 font or greater.

#### **Proposal Narrative**

All proposal information shall be presented in a single bound volume that has been checked sufficiently to ensure completeness and accuracy of detail. Proposals that do not comply with the instructions in this RFP will not be



accepted. It is mandatory that the proposal contains the following five (5) items and that it be presented in the following order:

1. Cover
2. Title Page
3. Letter of Transmittal
4. Table of Contents
5. Core Content
  - a. Recent Restoration Projects
  - b. Consultant Project Approach
  - c. Community Build Support
  - d. Key Project Personnel
  - e. Past Project Performance
  - f. Cost Proposal
  - g. Staff Availability and Capability to Meet Deadlines
6. Supporting Attachments

Items 5 and 6 should be separated with either color-coded or tab-type dividers so the information may be quickly located.

#### A. Title Page

Show the RFP title being proposed on, the name of your firm, address, telephone number(s), name of contact person, and date.

#### B. Letter of Transmittal

- a. Identify the RFP project for which the proposal has been prepared.
- b. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
- c. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, and telephone numbers.
- d. A corporate officer or other individual who has the authority to bind the firm must sign the letter. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

#### C. Table of Contents

#### D. Details of Core Content

1. Recent Restoration Experience Include as a part of your proposal a brief statement concerning the recent relevant experience of the persons from your firm and each sub-consultant who will be actively engaged in the proposed effort. Please include details about restoration of antique or historic vehicles. Do not include firm experience unless individuals who will work on this project participated in that experience.
2. Key Project Personnel It is recommended personnel have a thorough knowledge and understanding of restoration of antique or historic vehicles. Specific background information on key individuals who will be assigned to the project must be included. The background information on these individuals should emphasize their work experience relative to project requirements, current projects, and availability. The proposed key personnel must be the personnel assigned to the project.

3. Past Project Performance Information is to be provided on the firm's performance on past projects (include public projects if applicable), in regards to the project management items identified. Provide the names, addresses, current telephone numbers, and a brief project description of three past or current clients who are able to comment on aspects of your work relevant to this proposal.
4. Cost Proposal
  1. Base Bid Please provide a detailed cost proposal. The cost of the restoration services and transportation costs associated with relocations of the fire truck from the City of Edinburg to proposer's location and then return to the City of Edinburg. The proposal should include cost for:
5. Warranty Please provide SPR with warranty documents for the equipment and installations, including any conditions and response time for repair and/or replacement of any components during the warranty period. Please also indicate the life expectancy under normal use, considering it will be subject to Texas weather.
6. Supporting Attachment Attach only information pertinent to the project being proposed on the that will provide reviewers clear and concise insights into your firm's capabilities.

## **SECTION V**

### **EVALUATION CRITERIA AND SELECTION PROCESS**

A committee of individuals representing the City of Edinburg will evaluate the proposals. The committee will rank the proposals as submitted.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews. The City reserves the right to request additional questions to be answered during the interviews, to determine which proposers will be interviewed, to determine the format and content of the interviews, and to establish the maximum number of people who may attend the interview from a proposer. The consultant's project manager identified in the proposal will be required to attend a requested interview. By submitting a proposal, it is understood that the proposers may not change (add or delete) personnel for interviews from those listed in the proposals without written consent from the City.

## **SECTION VI**

### **VENDOR RFP EVALUATION**

**RFP – EVALUATION:** The evaluation system consists of a 50 percentage point system. The RFP will be ranked after evaluation. The submittal evaluation will be based on the following criteria.

- |   |                 |
|---|-----------------|
| 1. Experience with similar municipal projects   | 30 Total Points |
| 2. Cost Proposal                                | 15 Total Points |
| 3. RFP Submission Packet & Supporting Documents | 5 Total Points  |

## **SECTION VII**

### **AWARD OF CONTRACT**

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on **Tuesday, April 12, 2022 IF NECESSARY**. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFP's for any reason whatsoever. The City may waive informalities or irregularities in the RFP's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFP's.

**Final Selection and The CITY Council Approval:** Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers so selected. After negotiations have been conducted with each proposer so selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

**Remedy of Technical Errors:** THE CITY reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. THE CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFP Issued	March 18, 2022
Publish RFP	March 18 and 25, 2022
RFP Submission Deadline (Post Marked or Delivered)	April 05, 2022
RFP Review	April 05-15, 2022
Firms Interviews, if required	April 12, 2022
City Council Selects Firm(s)	April 19, 2022

If you should have any questions regarding the preparation of the RFP contact Mr. Jesus R. Saenz, Assistant City Manager at (956) 388-8207 or [jsaenz@cityofedinburg.com](mailto:jsaenz@cityofedinburg.com) or Chief Shawn Snider at (956) 605-0760 or [ssnider@cityofedinburg.com](mailto:ssnider@cityofedinburg.com)

Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Tuesday, April 5, 2022 until 3:00 p.m.** for consideration. **One (1) original and one (1) digital copy** in a Flash Drive of the complete set of the response must be submitted no later than this date and time in a **sealed envelope**

indicating that its contents are in response to the RFP for the **“RFP# 2022-12 RESTORATION OF A 1954 AMERICAN LAFRANCE PUMPER FIRE TRUCK”**. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Attachment I: Pictures Exhibit  
Attachment II: Sample Agreement  
Attachment III: Form of Proposal  
Attachment IV: Bid Bond  
Attachment V: Ligation Disclosure Form  
Attachment VI: Company Providing Proposal General Questionnaire  
Attachment VII: House Bill 89 Verification  
Attachment VIII: House Bill 13 Verification  
Attachment IX: House Bill 19 Verification

**ATTACHMENT II**  
**SAMPLE AGREEMENT**

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND CONTRACTOR NAME,
CITY OF EDINBURG	§	FOR RESTORATION OF A 1954
		AMERICAN LaFRANCE PUMPER FIRE
		TRUCK

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and NAME OF CONTRACTOR (hereinafter "**Contractor**"), are the parties to this Agreement.

### RECITALS

**WHEREAS**, the City desires to engage the Contractor for certain services in connection therewith; and,

**WHEREAS**, the Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide services needed by the City for the restoration of a 1954 American Lafrance pumper fire truck; and,

**NOW, THEREFORE**, City and Contractor do mutually agree as follows:

### SECTION I EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. In general, such services include set up, decorate, install, and uninstall all equipment and supplies needed for the restoration of a 1954 American Lafrance pumper fire truck. Upon receipt of Services to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

### SECTION II SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document at the direction of the City. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

C.

### **SECTION III**

#### **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Contractor's work with the following tasks:
1. Provide Contractor with its requirements for the Services.
  2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.
  3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.
  4. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

### **SECTION IV**

#### **RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor shall perform the Services described in **Exhibits "A"**.
- B. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.
- D. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

G. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

## **SECTION V** **PAYMENT AND FEES**

- A. City hereby agrees to pay a sum not to exceed \$XXXXXXXX for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. City is entitled to impose a set-off against payment based on any of the following:
- a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;
  - c. Any Services are defective, requiring correction or replacement;
  - d. City has been required to correct defective Services or has accepted defective Services;
  - e. Other items entitle City to a set-off against the payment amount.
- C. If City imposes any set-off against payment, City will give Contractor written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld.



City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Contractor shall provide an invoice per tasks. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

## **SECTION VI**

### **TERM OF AGREEMENT**

A. Except as provided below, the Services shall be completed **NO LATER THAN DATE TBD**

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, the City may cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement, including but not limited to Vendor's inability, or anticipated inability, to complete the Services by **DATE TBD**.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by

the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

E. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

## **SECTION VII LIQUIDATED DAMAGES**

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Services are not completed as set out above. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Services are not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **based on fees below** for each day that expires after the time to complete the Services (as duly adjusted pursuant to the Contract) specified above.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00
\$500,000.01	To	\$1,000,000.00	\$300.00
<b>\$1,000,000.01</b>	<b>To</b>	<b>\$2,000,000.00</b>	<b>\$400.00</b>
\$2,000,000.01	To	\$3,000,000.00	\$500.00
\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

## **SECTION VIII**

### **SCHEDULE REQUIREMENTS**

Whenever, in the sole discretion of the City, the Services fall behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

## **SECTION IX**

### **WRITTEN NOTICE OF ISSUE**

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

## **SECTION X**

### **NO DAMAGE FOR DELAY**

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

## **SECTION XI**

### **UNREASONABLE SITE INSPECTION REQUIREMENTS**

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Services and that it has investigated and satisfied itself as to the general and local conditions which can affect the Services and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site and available documents.

## **SECTION XII**

### **DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS**

The City reserves the right to engage separate contractors to perform aspects of the Installation of the Asphalt Trail other than the Services under this Agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

### **SECTION XIII**

#### **MINIMUM INSURANCE REQUIREMENTS**

Contractor shall be adequately insured and carry liability, workers' compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation  
In accordance with State statute.
- B. Comprehensive General Liability
  - 1. Bodily Injury
    - \$250,000 each person
    - \$500,000 each occurrence
  - 2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
  - 1. Bodily Injury
    - \$100,000 each person
    - \$500,000 each occurrence
  - 2. Property Damage
    - \$100,000 each occurrence
    - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
  - 1. Bodily Injury
    - \$250,000 each person
    - \$500,000 each occurrence
  - 2. Property Damage

\$100,000 each occurrence  
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional \$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and
5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

**SECTION XIV**  
**ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

#### **SECTION XV** **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own expenses, including attorneys' fees, costs, and expenses.

#### **SECTION XVI** **INDEMNIFICATION**

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to the Services.

#### **SECTION XVII** **LIMITATION OF LIABILITY**

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Services. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for

limitation of City's liability, regardless of the cause of action under which such damages are sought.

## **SECTION XVIII** **AGREEMENT CONSTRUCTION**

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

## **SECTION XIX** **NO PENDING LITIGATION**

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threatened against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

## **SECTION XX** **SEVERABILITY**

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## **SECTION XXI** **NOTICE**

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested, (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, or (iii) sent by email and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78539  
Attn.: Ron Garza, City Manager  
[rongarza@cityofedinburg.com](mailto:rongarza@cityofedinburg.com)

With a copy to:

City of Edinburg  
415 W. University Drive  
Edinburg, Texas 78539  
Attn.: Omar Ochoa, City Attorney  
[omarochoa@cityofedinburg.com](mailto:omarochoa@cityofedinburg.com)

Contractors  
Name  
Address  
City and State  
[Email](#)

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting, (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day, or (iii) if by email, the date and time indicated in the email.

#### **SECTION XXII** **NON-APPROPRIATIONS**

A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

#### **SECTION XXIII** **SUCCESSORS AND ASSIGNS**

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.



**SECTION XXIV**  
**CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

**SECTION XXV**  
**NO WAIVERS OR ACCORD AND SATISFACTION**

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF EDINBURG:**

BY: \_\_\_\_\_  
City Manager  
City of Edinburg  
415 W. University Dr.  
P.O. Box 1079  
Edinburg, Texas 78540

Phone: (956) 388-8207  
Fax: (956) 383-7111

**ATTEST:**

BY: \_\_\_\_\_  
Myra Ayala, City Secretary

**APPROVED AS TO FORM:**

**Omar Ochoa Law Firm, P.C.**

BY: \_\_\_\_\_  
Omar Ochoa  
City Attorney

**NAME**

BY: \_\_\_\_\_  
Name  
Title  
Address  
City State and Zip  
Phone Number  
Email Address

**Attachments: Exhibit "A" RFP #2022-000 restoration of a 1954 American Lafrance pumper fire truck**

## **EXHIBIT “A” TO SCOPE OF WORK**

The City of Edinburg is seeking proposals for the restoration of a 1954 American LaFrance Pumper Fire Truck. The intent of this proposal is to select qualified firms to perform the restoration, that are of peak interest for the department, but proposals can include items deemed necessary for the complete restoration of the vehicle that are not included herein.

### **COST LIMITATIONS**

The City has a maximum fund of \$135,000.00 to use toward this refurbishment project. All items listed in the remainder of this document are items that the City would like to accomplish but are not bound by or limited to the items. Proposals should include a recommended reserve amount for unexpected issues that may be identified during the project.

### **TRANSPORTATION COST**

The cost of transportation which includes transporting of the apparatus from Edinburg Fire Station #2 602 W. Canton Rd Edinburg, Texas 78539. to the refurbishment facility and from the refurbishment facility back to Edinburg Fire Station #2 is the responsibility of the respondent. The Fire Department or the City of Edinburg will not be responsible for transportation cost incurred.

### **GENERAL INSPECTION AND TESTING**

It is understood by the Edinburg Fire Department that certain test and a general inspection be performed once the apparatus arrives at the refurbishment location. Once the inspection is complete, a list should be generated of defects and presented to the Fire Department for review. After the review is conducted, if any repairs are to be conducted, the Fire Department will authorize the repairs in writing. No additional work shall be performed without prior approval and written consent of the Edinburg Fire Department.

### **REPAIR/REFURBISHMENT ITEMS**

The following list identifies the items that the department would like to have repaired/refurbished in order of priority. The proposal should address each item along with a cost to perform the particular repair/refurbishment.

- A. Mechanical
  - a. Compression Test
  - b. Leak-Down Test
  - c. General Assessment of Engine Health and Condition
  - d. Ignition System Rebuild
  - e. New Top End Gaskets
  - f. Change of Fluids, Belts, Hoses
  - g. Water Pump Rebuild
  - h. Brake Systems
  - i. Transmission Systems
- B. Paint and Body Work

- a. Clean, Detail, Prep, and Paint Engine
- b. Epoxy prime all panels
- c. Straighten Sheet metal and block sand panels smooth
- d. Poly, spray, final block and prep for paint
- e. Prep, seal, paint all body panels,
- f. Wet sand and buff all exterior panels

C. Services

- a. Media blast body panels to bare metal
- b. Straighten, sandblast, power coat silver on running boards, floor pans, and misc. silver parts
- c. Re-plate chrome and nickel
- d. New windshield to replace existing
- e. Full tear-down and recasting of steering wheel assembly, epoxy repair of steering wheel to repair cracks and damage, repaint steering wheel to match
- f. Striping, lettering, and exterior design (Reflective Band, Lettering and Graphics) Edinburg Fire Department will designate vehicle number at a future date.
- g. Initiate and provide shipping from the City of Edinburg , Texas to proposer's location and return to shipping to the City of Edinburg, Texas from proposer's location after completion.
- h. Lights as Follows: Directional (Front), Lights Front Zone Lower, Step Lights, Rear FMVSS Lighting, Lighting Bezel, Rear ID/Marker DOT Lighting, Perimeter Scene Lights Cab, Perimeter Scene Lights Body, Light Bar, Side Zone Lower Lighting, Rear Zone Lower Lighting, and Warning Lights.
- i. Intercom System

The proposal must address each of the items within the scope and statement of work

**ATTACHMENT III  
FORM OF PROPOSAL**

**BID PROPOSAL FORM**  
RFP NO. 2022-012  
RESTORATION OF A 1954 AMERICAN LaFRANCE PUMPER TRUCK  
EDINBURG, TEXAS  
MARCH 2022

**MR. TOMAS D. REYNA**  
**ASSISTANT CITY MANAGER**  
**CITY OF EDINBURG**  
**415 W. University Dr.**  
**EDINBURG, TEXAS 78541**

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at lump sum prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (15) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bids.

**ORIGINAL PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE PROPSAL AND CONTRACT**

BIDDERS BOND in the amount of \$\_\_\_\_\_, (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashiers Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

**IMPORTANT NOTE:**

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

**ESTIMATED QUANTITIES:**

1. Restoration:

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1	1	LS	THE RESTORATION OF A 1954 AMERICAN LAFRANCE PUMPER FIRE TRUCK The Department would like the items repaired/refurbished: A. Mechanical B. Paint and Body Work and C. Services. (See the Scope of Work)	\$ _____	\$ _____

**TOTAL: RESTORATION OF A 1954  
AMERICAN LAFRANCE PUMPER FIRE TRUCK**

\$ \_\_\_\_\_

**NOTE: ITEMS MAY INCREASE OR DECREASE ACCORDING TO FUNDING AVAILABILITY.**

Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

The Number of Calendar days to complete contract 365.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 365 Calendar Days, except Saturdays, Sundays and City recognized holidays.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1		
ADDENDUM No. 2		
ADDENDUM No. 3		
ADDENDUM No. 4		

Respectfully Submitted:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

---

(City, State, Zip)

---

(Phone Number & Cell Number)

---

(E-Mail)

(Seal – If Bidder is a Corporation)



**ATTACHMENT IV**  
**BID BOND**

## ATTACHMENT V LITIGATION DISCLOSURE FORM

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in this Proposal of your submittal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

**Circle One**                      YES                      NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

**Circle One**                      YES                      NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

**Circle One**                      YES                      NO

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.**

**ATTACHMENT VI**  
**COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: \_\_\_\_\_  
(Full, correct legal name)
- Address: \_\_\_\_\_  
\_\_\_\_\_
  - Telephone/Fax: \_\_\_\_\_
  - Email address: \_\_\_\_\_
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
- Yes\_\_\_\_ No\_\_\_\_
3. Is your Company authorized and/or licensed to do business in Texas?
- Yes\_\_\_\_ No\_\_\_\_
4. Where is the Company's corporate headquarters located? \_\_\_\_\_
5. a. Does the Company have an office located in Edinburg, Texas?
- Yes\_\_\_\_ No\_\_\_\_
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
- \_\_\_\_ (years) \_\_\_\_ (months)
- c. State the number of full-time employees at the Edinburg office. \_\_\_\_\_
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes\_\_\_\_  
No\_\_\_\_
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Indicate person whom The CITY may contact concerning your submittal.
- Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes ( ) No ( ).

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. \_\_\_\_\_

\_\_\_\_\_

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Provide any other names under which your business has operated within the last 10 years.

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT VII  
HOUSE BILL 89 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

**1. Does not boycott Israel currently; and**

**2. Will not boycott Israel during the term of the contract.**

**3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

*Pursuant to Section 2270.001, Texas Government Code:*

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

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

---

\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE:**

\_\_\_\_\_  
**TYPE/PRINT NAME AND TITLE:**

\_\_\_\_\_  
**DATE:**

**ATTACHMENT VIII  
SENATE BILL 13 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of

\_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

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

*Pursuant to Section 2274.001, Texas Government Code:*

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and*
  - 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*
- 

\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE:**

\_\_\_\_\_  
**TYPE/PRINT NAME AND TITLE:**

\_\_\_\_\_  
**DATE:**

## ATTACHMENT IX SENATE BILL 19 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of \_\_\_\_\_, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

*Pursuant to Section 2274.001, Texas Government Code:*

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
  - a) *means, with respect to the entity or association, to:*
    - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
    - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
    - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
  - b) *does not include:*
    - (i) *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*
    - (ii) *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:*
      - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
      - (bb) 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.*

- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
- 6) *"Firearm entity" means:*
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
  - b) a sport shooting range as defined by Section 250.001, Local Government Code.*
- 7) *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:*
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
  - b) has two or more firearm entities as members; and*
  - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*
- 

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**SIGNATURE OF COMPANY REPRESENTATIVE:**

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**TYPE/PRINT NAME AND TITLE:**

---

**DATE:**































