

Request for Qualifications (RFQ) for Project Management Services for various City projects

Date of RFQ: Tuesday February 21, 2023

Contact with City; Questions about this RFQ. Direct questions and concerns to:

Mr. William Linn.
City Manager
303 W. Main St
Kenedy, Texas 78119
(830) 583-2230
citymanager@kenedytx.gov

DESCRIPTION OF PROJECT AND NATURE OF RFQ

Project. This is a Request for Qualifications (RFQ) from qualified individuals and firms to provide Project Management services for various City projects. The projects involved involve the installation of water and waste water infrastructure, reconstruction/repaving of roadways, flood mitigation drainage infrastructure, convention center construction, and pedestrian improvements including sidewalks. Some of the projects are funded by the City, and some funded using Federal sources. Firms shall demonstrate previous experience in the management of Federally Funded projects for those that are so funded.

Scope of Work. The City is soliciting a person or firm to provide Project Management services for the below listed projects. Project award shall be made to one firm depending on qualification and capability.

Project Manager:

The Project Manager will be responsible for the oversight of all aspects of the project and primarily keeping the work on schedule and in budget. The projects are City funded and federally funded infrastructure, construction, and pedestrian improvements. There are a total of three active projects, twelve projects in the funding stage, and two projects in the application stage. The Project Manager will act as an extension of City Staff and be responsible to the City Council. The Project Manager will have the responsibility of being the single point of contact with the City for each project.. The Project Manager must be able to attend meetings on the project as necessary. Meetings may include City staff meetings, weekly project meetings, meeting with stake holders, City Council meetings, and meetings in the evening with the public. The individual will also need to be in contact via email and phone. A typical project will have a one-to-three-year timeline.

The following are activities that the individual will be responsible for providing oversight. Scoping:

Review the project parameters with the City Council, City Manager, Grant Administrator, and/or Engineer. Make a site visit to assess the project scope. Prepare a schedule, a budget, develop a list of project stakeholders, set up an electronic file and email repository, organize an internal scoping and weekly progress meetings.

Design:

Develop an RFQ to hire a necessary contractor for design of the unfunded project(s). Advertise the RFQ, conduct the selection process, and prepare a memo to accompany the agenda item to City Council for approval and award. Organize a meeting with the public to seek input. Secure the necessary survey information. Oversee the design and present the Design at various stages to the Council and stakeholders for input.

Utility Relocation:

Work with the Design Firm to provide a simplified construction drawing showing the existing ROW, proposed ROW, Temporary Construction Easements and Permanent Drainage Easements. Research the history of the project area, locate any ROW dedication plats or historical maps, clarify the picture formed by this information and present the picture to the City Council and City Manager.

Acquisition:

Prepare a packet of information for the City Council to provide them with the parameters of the acquisitions. Meet with City Council and Acquisition Specialist to coordinate their efforts to acquire the property. As necessary, accompany the Acquisition Specialist to meet with property owners and explain the construction impacts. Ensure that the acquisitions are performed in accordance with Federal Guidelines.

Construction Bid:

Work with selected Engineer to develop a Project Manual to bid the construction work. Advertise the project, conduct the bid opening, and negotiate a construction contract. Prepare a memo to accompany the agenda item to City Council for approval and award.

Construction Administration and Inspection:

Work with selected Engineer in oversight of Construction Administration and Inspection of the project. Prepare a memo to accompany the agenda item to City Council for update and/or direction.

Construction:

Conduct a Pre-Construction meeting with Engineer to get the project underway. Attend weekly meetings. Monitor the progress of the project to ensure it proceeds on schedule and within budget. Process change-orders as necessary and present to City Council for final approval. Prepare and approve monthly payments. At the end of the project perform a punchlist inspection.

List of projects:

Project	Location	Status	Funding
HWY 72 (Karnes St) Waterline Replacement	Karnes St.	Contract Awarding Phase	City
Convention Center	820 Escondido	In-Progress	City/EDC
Water Transmission Line (27 miles)	Poth, Tx to Kenedy, Tx	Environmental Phase	HUD CDBG through GLO w/City Match
FEMA DR-4485 (12 Drainage projects)	Various locations throughout the City	All 12 projects in funding stage	FEMA through TDEM
St. Marys/Latin/Booe Water line replacement	St. Marys St/Latin St/Booe St.	RFP Phase for Grant Administrator	TxCDBG
Sidewalk installation	Fifth Street to KISD and Downtown	Pre-application approval review phase	TxDOT
School Street & Dewitt Street water/waste water replacement and roadway milling/overlay	School Street and Dewitt Street	Concept phase	TWDB

Compensation Amount and Schedule. Progress payments will be made on a monthly basis reflective of the deliverables. Some months will involve a high level of activity, while other months will only involve a modest amount of monitoring of the activities of others as they perform their work. The contract can be structured to last approximately 12 to 36 months.

Definitions in this RFQ: City, RFQ, Proposal, Candidate, Contractor, Should. Unless the context indicates otherwise – (a) The expressions “RFQ,” “this RFQ,” and “the RFQ” refer to this document as it may be amended or updated.

(b) “City” and “city” mean the City of Kenedy. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFQ. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFQ says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

Contract. The City anticipates that the conclusion of the RFQ process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFQ.

Equal Business Opportunity Program. It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City’s Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about Professional Services Forms should be referred to William Linn, City Manager at (830) 583- 2230.

Trade Secrets and Confidentiality. As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and

b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Kenedy in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that

distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated "trade secrets" in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

- (1) decline the request for access,
- (2) Redact information deemed to be proprietary,
- (3) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
- (4) notify the candidate of the request and that the City intends to decline the request.

Bonds No performance bond or payment bond is required for this contract.

Insurance. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. All insurance companies must be authorized to do business in North Carolina and have no less than an A VIII rating or better.

- 1) **Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- 2) **Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Kenedy site.
- 3) **Workers' Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with Texas Workforce Commission limits.
- 4) **Additional Insured** – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Kenedy as its interest may appear'.
- 5) **Certificate of Insurance** – Contractor agrees to provide City of Kenedy a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Kenedy
City Manager
303 W. Main St.
Kenedy, TX 78119

- 6) **Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Kenedy as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Discretion of the City.

- A. The City of Kenedy reserves the right to reject any or all proposals.
- B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFQ.

- C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).
- D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

Schedule. This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule from the beginning to contract award is delayed, the rest of the schedule will be shifted by the same number of days.

Last date for receipt of proposals: **Tuesday March 7, 2023 at 4:00pm CST.**

For Project Manager Services:

Proposal Evaluation Committee to complete its evaluation Wednesday March 8, 2023

City Council awards and authorizes the Mayor to sign the contract, Tuesday March 14, 2023.

Deadline to Submit Proposals. Candidates should see that their proposals are received at the following address by **4:00 PM CST on Tuesday March 7, 2023.**

GETTING MORE INFORMATION ON THE PROJECT AND RFQ PROCESS

Questions. Questions about the RFQ and the RFQ process should be submitted to the City Manager identified at the beginning of this RFQ.

Updates and revisions to RFQ. If you have supplied the City Manager with your preferred method of contact (email, fax, etc.), updates to this RFQ ("addendums" or "addenda") will be sent to you in that manner. This RFQ and addendums are normally posted on the City's website. Check that webpage to see that you have received all addenda.

EVALUATION CRITERIA

Evaluation Criteria. If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost.

Understanding of the Project

Proposals will be evaluated against the questions set out below.

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- (b) How well has the candidate identified issues and potential problems related to the project?
- (c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- (d) How well has the candidate demonstrated that it understands the City's schedule and can meet it?

Methodology Used for the Project

Proposals will be evaluated against the questions set out below.

- (a) How well does the proposed fee align with the understanding and management plan for the project?
- (b) How well does the proposed fee align with those of other submitting organizations/individuals?

Methodology Used for the Project

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFQ?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFQ?
- (c) How well does the methodology interface with the schedule in the RFQ?

Management Plan for the Project

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFQ?
- (b) How well is accountability completely and clearly defined?
- (c) How well does the management plan illustrate the lines of authority and communication?
- (d) Does it appear that the candidate can meet the schedule set out in the RFQ?
- (e) Is the proposal responsive to all material requirements in the RFQ?

Experience and Qualifications

Proposals will be evaluated against the questions set out below.

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (d) How knowledgeable is the candidate of the local area and has candidate worked in the area previously?
- (e) Does the candidate have a prior relationship with the City of Kenedy?
- (f) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

CONTENTS OF PROPOSAL

Contents of Proposal.

The proposal shall include:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not Texas, specify whether the candidate has received a certificate of authority from the Texas Secretary of State to transact business in Texas. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include references and how to contact them. List the candidate's current licenses that are pertinent to this project.

4. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project
5. **Methods and Procedures.** State how the work will be accomplished. Explain if one individual will be in responsible charge or subcontractors will be used.
6. **Compensation.** Proposed fee and percentage of allocation schedule (See section **Compensation Amount and Schedule** above).
7. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain. (Form CIQ attached)
8. **Non-collusion.** This RFQ constitutes an invitation to propose. Sign the following and include it with your response:
9. **A completed Certification of not boycotting Israel** (attached).

10. Cover letter. The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

"The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Kenedy's Request for Qualifications.

Unless otherwise clearly stated in this response to the RFQ, our proposal accepts the terms and conditions stated in the RFQ, including the description of services to be performed and the provisions of the contract to be signed and that the City in its sole discretion may award a contract to any firm/individual it deems most aligns with the City's goals and needs regardless of proposed fee or qualifications."

HOW TO SUBMIT A PROPOSAL

How to submit a proposal.

Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for delivery to the City Manager, 303 W. Main St., Kenedy TX 78119.

Write the following prominently on the outside of the envelope: Request for Qualifications for Project Management Services for various City Projects.

Proposals are to be received no later 4:00 PM on Tuesday March 7, 2023. Proposals should not be made by email or fax.

Format. Submit one copy of the proposal and a memory stick with a PDF of the proposal.

Candidate to Bear Expense; No Claims against City. No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City's failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFQ process or did not submit a proposal that complied with the RFQ. A notice of award will not constitute acceptance by the City; the City's only method of acceptance is the City's execution of a formal contract in accordance with law.

Values of the City of Kenedy regarding Treatment of Employees of Contractors

Statement of City EEO Policy. The City of Kenedy opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Therefore, it desires that firms doing business with the City:

1. not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
2. take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. state, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- 4- include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Certification of No Boycott of Israel Form

If Contractor/Vendor is a “Company”, as that term is defined in Section 808.051 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2270.002.**
- This form is required to be attached to all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The City of Kenedy department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.051 states that "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”. Furthermore, Texas Government Code §808.051 states that the term “Company” means a “for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit”, provided however that Texas Government Code §2271.001(2) excludes sole proprietorships from this definition of “Company”.

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Email	
Print Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	



303 W. Main St., Kenedy, Texas 78119

Phone (830) 583-2230 / Fax (830) 583-2063

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §808.051 and §2271.002(2).
- My Company has less than 10 full-time employees, pursuant to Texas Government Code §2271.002(1).
- This is not an agreement for goods or services to be provided to the City of Kenedy 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, pursuant to Texas Government Code §2271.002(2b).

Name _____

Signature _____

Date _____