



CITY OF MANOR REQUEST FOR PROPOSALS:

MIXED-USE SPORTS/ENTERTAINMENT

DEVELOPMENT FEASIBILITY STUDY

Proposal Reference Number: 2024-10

Project Title: East Manor Development No.1

Mixed-Use Feasibility Study

Proposal Closing Date: March 22, 2024 at noon.



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BACKGROUND INFORMATION

The City of Manor, Texas, a home-rule municipal corporation (the “City” or “Manor”), is issuing this Request for Proposals (RFP) with the intent of awarding a contract for the purchase of services contained in Section I, Scope of Services.

Located in east Travis County and situated along US Highway 290 East, the City has experienced unprecedented growth over the past twenty years. Since incorporation in 1913, Manor has grown from 282 acres to 6,228 acres, or 10 square miles today. In that time the population has increased to an estimated 20,000+ with almost all that growth occurring since the year 2000 when Manor’s population was 1,204. Manor continues to attract new residents at an ever-increasing rate, with 4,000 new home permits issued in the past five fiscal years and over 2,000 apartments constructed and more seeking permitting. Per commercial consultant, The Retail Coach, Manor’s surrounding 5 mile demographic ring contains 95,092 residents as of 2023, with an average household income of \$102,118.

Manor is situated on the eastern edge of Austin, Texas along the high-volume north-south TX-130 toll road, just 6 miles north of Tesla’s Gigafactory employing 20,000 professionals, 6 miles east of the Samsung Austin chipfab employing 10,000, and 10 miles from the first of several Samsung chipfabs being built in Taylor, the first opening in 2024 and employing 2,500. Vendors and suppliers to these businesses, like Applied Materials, US Farathane, HBPO Plastic Omnium, Wonik, Lone Star Electric, and CelLink, to name a few, are also locating or have located to this area creating thousands of additional employment opportunities.

To capitalize on the area’s need for sports, entertainment and recreation opportunities, the City purchased the subject 236 acre “East Manor Development No. 1” tract, located on US290 one mile east of FM973 and straddling Cottonwood Creek at the epicenter of the eastern growth corridor of the Manor’s expansion, using public funds in order to pursue economic development uses for 125.6 acres of the property consistent with Proposition 1 of Manor’s November 7, 2023 Bond Proposition and utilizing Certificates of Obligation for public use of 110.5 acres (the portion of the property within the FEMA 100-year floodplain per the survey below). The first step of the planned development process is to conduct a professional feasibility study (“Feasibility Study”) to determine most advantageous uses for the land, how they might be developed, and who might be the most likely partners or prospects for such strategies. The study aims to provide valuable insight and recommendations to guide the development process in collaboration with a private investor or investors, investment group, commercial property developer or a public private partnership framework.

I. SCOPE OF SERVICES

The following is an outline of the desired services to be performed. The City will consider input from respondents as to other suggested ideas for services to be considered for inclusion. Those services should be listed as optional on the submission.

- Part 1 – Complete a high-level review of existing market studies, demographics and data, growth trends and forecasts, market conditions, range of area land uses, and the City’s Comprehensive Master Plan. Organize the project team/client team, complete a site tour of Manor, a kickoff meeting with City staff, and gather demographic data.
- Part 2 – Site Analysis: Conduct a thorough assessment of the property to identify opportunities and constraints for the development including; a) buildable and unbuildable areas and available uses for each;



b) existing encumbrances, covenants or restrictions; c) utilities availability and capacity to serve the property or needs and cost for extension (and whose burden those costs are); d) topography, soils and geotechnical investigation; e) the Phase I Environmental Site Assessment already conducted, potential or endangered species on or near the site, cultural or historical features, identify and delineate wetlands, floodplains and Waters of the US; and, f) identify transportation access to all of property including ingress/egress and any impediments.

- Part 3 - Conduct sports, entertainment and recreational use market opportunity analyses, including one or more of the following:
 - Youth and/or adult amateur and/or professional sports arena/complex;
 - Performing arts center/theater;
 - Indoor/outdoor/combination sports and entertainment venues including ball sports, bowling, movies, arcade, amusement or family fun center, games, skating, batting, gymnasium, zip line, climbing or other athletic facility;
 - Convention/conference/event center/hotel(s);
 - Concert venue/amphitheater;
 - Theme park/waterpark/lagoon development/related;
 - Outdoor activated space and water/natural/eco-friendly/sustainable features;
 - Golf course/lodge, driving range, golf entertainment complex;
 - Destination retail/mixed use project;
 - Water sports/snow sports activities and attractions;
 - Non-branded/authentic/other entertainment or attractions.
 - Retail and restaurant;
 - Winery/brewery/distillery;
 - Small entertainment/eatertainment (branded concepts);
 - Office/shared workspace/mixed use/residential condo or leasehold;
 - Affordable housing opportunities (the City has a Public Facilities Corporation so the south 76 acres may lend itself to such use where tax exemption might be available if 50% or more units comply);
 - Hotel/hospitality;
 - Private educational facility;
 - Major healthcare facility/business campus/corporate headquarters;
 - Structured parking.
- Part 4 – Based on the buildable/unbuildable area map, make recommendations for up to 3 optimal project programs/land use development scenarios for the property including access, open space, land uses and parking; emphasize pros and cons of each scenario; differentiate between private and public development and recreation opportunities and benefits, as applicable.
- Part 5 – Develop preliminary designs, layouts and cost estimates for each proposed development and create economic impact projections; evaluate local regulations, permitting processes and compliance



requirements for the proposed developments, application and review fees, impact fees (including water, wastewater, roadway impact, etc.); identify government and other entities with jurisdiction over the property (city, county, TxDot, Manville Water Supply, TCEQ, FEMA, etc.) and any service or regulatory issues that could affect the projects.

- Part 6 – Create demand and financial projections for the recommended developments; assess the financial viability, revenue projections and potential funding sources; generate a model to test different land use scenarios and evaluate a high-level fiscal impact analysis, estimating the residual land value and future tax revenue generated as a result of each land use option (in an Excel spreadsheet format).
- Part 7 –Gather initial staff feedback on each plan developed and incorporate into final Feasibility Study report to City Council.

II. SUBMISSION REQUIREMENTS

In order to be a considered response to this RFP, respondents are required to fill out attached Appendix A and Appendix B (found at the end of this packet) and submit along with it a response and support materials **of not more than 50 pages in total** that include, at minimum, the following information:

1. **Company Overview.** Basic information regarding the presenting firm or department including contact names and backgrounds of principals and professionals who will be involved in the project. Include the history of presenting organization and the firm’s experience in developing Feasibility Studies for this type of complex development.

1.1 Similar information for any sub-consultants or sub-contractors who will be used to complete the study.

2. **Resumes.** Provide resumes of key personnel assigned to this project.

3. **Experience.** Share at minimum 5 examples where the firm has completed an analysis of the market uses outlined in the scope of work (youth/adult/semi-pro sports complex, performing arts center, convention/conference center/hotel, entertainment and mixed-use facilities, etc.). Preference is given to examples from the last 10 years.

4. **Expertise.** Share any expertise in urban planning, real estate, economics, market analysis and financial modeling.

5. **Approach.** Describe in detail the approach or process that the firm or group will undertake with clear recommendations that will enable the City to make a sound decision.

6. **Fee.** Provide a lump-sum fee proposal for the study, inclusive of estimated research and travel expenses.

7. **Timing.** Provide a schedule and an estimated time frame for completion of the study.

DUE DATE

The proposal and any attachments should be mailed (with an electronic copy via thumb drive) to the individual



listed below (under Contact Information) and received no later than noon on March 22, 2024. It is the responsibility of the respondent to ensure that the proposal is received by Scott Jones, Director of Economic Development, City of Manor, Texas by the date and time specified above.

Late proposals will not be considered. All costs incurred in the preparation of the proposal to this RFP will be the sole responsibility of the respondent and will not be reimbursed by the City. Additionally, the City shall incur no liability for the preparation and/or submission of any letter of interest incurred by a respondent. Any conditional submission may be cause for rejection. The City operates in compliance with the Texas Open Meeting Act/Texas Open Records Act, and therefore, all submissions and resulting analysis may be subject to disclosure to the public.

KEY DATES CONCERNING THIS RFP

- Sealed Proposals Due to and Opened by the City on Friday, March 22, 2024 at 3 p.m. CST
- Evaluation of RFP's completed by Friday, April 5, 2024
- Notification of Selected Firm on or before Friday, April 19, 2024

CONTACT INFORMATION

Please address all correspondence and requests to the following individual via mail or email:

City of Manor
Attn: Scott Jones, Economic Development Director
105 E. Eggleston Street
Manor, TX 78653
(512) 364-2747
sjones@manortx.gov

QUESTIONS

Questions concerning this RFP should be addressed to Scott Jones by Monday, March 18, 2024 at 5:00 p.m. Copies of a Phase I Environmental Assessment, registered metes and bounds survey, and drone-sourced topography map can be forwarded electronically upon request. After this time, the City reserves the right to deny response to submitted inquiries. Inquiries should be submitted by email only. Follow-up conversations may be scheduled by other communications methods.

POST-SUBMITTAL

The City of Manor and/or its agents will review the RFP submissions and investigate the qualifications of the respondent and the demonstrated ability to perform satisfactorily. The City will conduct meetings with respondents if appropriate and at the City's sole discretion.

PROPOSAL EVALUATION AND CONTRACT AWARD

An award of a contract to provide the goods or services specified herein will be made using competitive sealed



proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City’s purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the City. In determining best value, the City may weigh and consider the purchase price, the reputation of the Proposer and of the Proposer’s goods or services; the quality of the Proposer’s goods or service, the extent to which the goods and services meet the City’s needs; the past relationship with the City, the total long-term cost to the City to acquire the Proposer’s goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality City considering the relative importance of price and the other evaluation factors included in the request for proposals.

Evaluation of Proposals

City staff shall review and rank all responses and consultants may be selected for interviews or oral presentations as deemed necessary. City Council shall authorize City staff to make a final selection or City staff shall make a recommendation to the City Council for final selection. The City makes no commitment to any respondent to this RFP beyond consideration of its written response.

Emphasis	Factor
20%	Background qualifications and relevant experience of firm and personnel.
25%	Past performance and service on similar assignments/projects.
30%	Proposed approach to completing the project objective/scope of work;
15%	Technical qualifications of staff actually involved in the project;
10%	Pricing.



Appendix A – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix A must be included in the proposal submittal
- _____ Appendix B - Conflict of Interest Form must be included in the proposal submittal.
- _____ HB 89 Verification Form
- _____ Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal
- _____ Confidentiality/Non-Disclosure Agreement
- _____ Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Manor shall include this page with the submitted Proposal.		
RFP Number:	2024-10	
Project Title:	Mixed-Use Sports/Entertainment Feasibility Study	
Submittal Deadline:	March 22, 2024 at 3:00pm	
Proposer's Legal Name:		
Address:		
City, State & Zip		
Federal Employers Identification Number #		
Phone Number:		Fax Number:
E-Mail Address:		
<u>Proposer Authorization</u>		
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>		



Appendix A – Proposal (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Scope of Work

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. Pricing shall be based at a rate for providing services consistent with the Project Scope of Work.

3. Proposer’s Qualifications

A. Past Projects: List of 5 previously completed studies per use type, resumes of key personnel, and any additional information the proposer deems necessary.

4. References

Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	



Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to



purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that Proposer holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.



3. Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Proposer is also required to comply with any Professional Liability Insurance requirements set forth by the laws of the State of Texas. Failure to do so will result in a "non-responsive" designation for the bid.
- B. **Indemnification:** Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.



GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (“Contract”) (attached hereto) of (*Vendor Name*), (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

General Public Rideshare Management Services

Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Section 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No ex-parte communication during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex-parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a



formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with Other Laws and Certification of Eligibility to Contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.



Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the contract.



Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code §2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270 of the Texas Government Code, as amended, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more 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.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "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. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than



\$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Anti-boycott Energy Companies Verification. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

Antidiscrimination of a Firearm Entity or Firearm Trade Association Verification. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade



association” means: (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; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

CITY OF MANOR, TEXAS

By: _____

Scott Moore, City Manager

Date: _____

Vendor

By: _____

Name: _____

Title: _____

Date: _____



Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor, City Council Members and City Manager;
2. Board and Commission members and appointed members by the Mayor and City Council; and
3. Department Directors of the City who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the City Secretary. *The Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

