



City of Castle Hills Solicitation  
Notice Sealed RFQ Project  
Analysis of Options, Remodel/Reconstruction of City Hall: Architectural Services

Sealed Request for Qualifications for Analysis of Options for Remodel/Reconstruction of City Hall: Architectural Services, Castle Hills Project will be received until 2:00 PM Central Time on January 16, 2025 by the City Secretary, Nichole Heinrich, 209 Lemonwood, Castle Hills, Texas 78213. Requests for Proposals must be received and time stamped by the City Secretary prior to the aforementioned time, when they will be publicly opened at Castle Hills City Hall. No late RFQs will be accepted. RFQ documents may be obtained by contacting the City Secretary, Nichole Heinrich through email [nheinrich@castlehills-tx.gov](mailto:nheinrich@castlehills-tx.gov)

PUBLISHED: **Wednesday, December 4, 2025**  
**Wednesday, December 11, 2025**

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## **Profile of the Government**

The ***City of Castle Hills*** is a general law type A municipality with a “*Council- Manager*” form of government with a Mayor and five Council members. The City of Castle Hills is a small community of 2.5 square miles, incorporated in 1951. The city is located within metropolitan San Antonio, Texas. The city boundaries are Jackson- Keller Road on the south, Lockhill Selma Road on the north, Blanco Road on the east and the T&NORR tracks on the west. Presently the city enjoys a diverse population of nearly 4,000 residents, with over 600 small to medium size businesses.

Castle Hills has evolved and developed at a comfortable pace. Today, it is a vital and vibrant community. Most of the property in Castle Hills remains private residential property with mid-century homes, large lots, and an abundance of trees.

The city also has superior educational facilities and public leadership, all of which exemplify the best of small city government. It is a community shaped by the inflections of its early days along with a spirit of cooperation and pride that continues to this day. In addition, Castle Hills has a thriving business corridor along NW Military Hwy.

The City has sixty-eight (68) full-time equivalent employees over (4) departments (Administration, Police, Fire, and Public Works). The FY 2025 budgeted General Fund Expenditures are \$8.3 Million.

The City provides the following services to its citizens: public safety (police, fire and dispatch), public works/sanitation collection and general administrative services. San Antonio Water System services Castle Hills as well as CPS Energy for electrical/gas.

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# City of Castle Hills RFQ Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFQ	12/04/2024
Published	12/04/2024 12/04/2024
Deadline for Questions, Inquires and a tour of the facility	12/18/2024
Response Due Date (2:00 PM)	01/16/2025
Response Opening (2:00 PM)	01/16/2025

## Checklist of Documents to Return in Sealed Statement of Qualifications

- \_\_\_\_\_ Conflict of Interest Questionnaire
- \_\_\_\_\_ Respondent's Residency Certification
- \_\_\_\_\_ House Bill 89 Verification Form

## I. General Information

### A. INTENT

The City of Castle Hills (the “City”) seeks Statements of Qualification from Professional Architects to provide design services, including site analysis, space programming; analysis of design options such as remodel, reconstruction or new building; identification of a recommended option; preliminary project costs for each option; preparation of a preliminary design and construction schedule; and preparation of a preliminary floor plan for the preferred option, for the existing City Hall at 209 Lemonwood, Castle Hills, Texas.

Once this Qualifications process is complete, the City will evaluate funding mechanisms for the City Hall project. It is not known how much time this evaluation will take. The design process is unlikely to proceed until funding is identified.

### B. RECEIPT AND OPENING OF STATEMENTS OF QUALIFICATION

Sealed Qualification Statements (“Proposals”) shall be submitted, **including one (1) marked original and two (5) marked duplicate and one (1) digital copy on a flash drive**, clearly marked with project number and name, as well as the name and address of the firm or individual submitting the Proposal. The Vendor Information Form must be fully completed and signed by an authorized agent when submitted.

At the appointed time, Proposals will be publicly opened in a manner which avoids the disclosure of contents to competing respondents. The contents will then be kept confidential through the evaluation and negotiation process. However, all Proposals shall be open for public inspection after award, except for trade secrets and confidential information contained in the Proposals and identified as such, and as the City may be permitted to withhold from release by applicable law or a ruling by the Office of the Attorney General of Texas.

**Any Proposal received after the time and date specified shall not be considered.**

### C. PROPOSAL MODIFICATIONS

Any Respondent may modify their Proposal by sealed written communication at any time, provided such communication is received by Nichole Heinrich at 209 Lemonwood, Castle Hills, Texas 78213, on or **prior to the due date and time, January 16, 2025, at 2:00 PM Central Time.**

No changes or alterations to the Proposals will be accepted after the due date.

#### D. SCHEDULE CHANGES AND OTHER ADDENDA

City shall not provide interpretation of RFQ documents to any Respondent orally. Such communication **must be submitted to the City in WRITING**. No questions will be answered over the phone or in person, with the exception of during a Pre-Bid Meeting. Every request for such interpretation must be in writing addressed to the City Secretary, 209 Lemonwood, Castle Hills, TX 78213, or emailed to Nichole Heinrich, [nheinrich@castlehills-tx.gov](mailto:nheinrich@castlehills-tx.gov). All requests must be received by the date indicated in the timeline above, or not less than three (3) days prior to the due date.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective Respondents who have made a written request received by the City to receive same by the date indicated in the timeline above, or as soon as reasonably possible after they are received. A copy of such interpretations and any supplemental instructions will also be posted on the City's website. Failure of any Respondent to receive any such addenda or interpretation shall not relieve Respondent from any obligation of the submitted Proposal.

#### E. METHOD OF AWARD

Firms and individuals submitting Proposals will be evaluated based solely on qualifications by an evaluation committee of City residents and staff. Following initial evaluations, the most qualified firms and individuals may be interviewed by the evaluation committee. Once the most qualified firm is identified, a contract for services will be negotiated. In the event a contract cannot be agreed to with the firm identified as the most qualified, the second most qualified firm or individual will be contacted to negotiate a contract.

Qualifications will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
<u>Project Team Organization and Qualifications</u>	40
a. Completeness and clarity of the response to this RFQ as a team	
b. Firm's and any consultant's relevant background	
c. Sensitivity to schedule and quality	
d. Experience of team members and key personnel working together in similar context	
<u>Key Personnel</u>	30
a. Background and experience of project manager	
b. Background and experience of firm's and any consultant's key project personnel	
c. Project manager's experience with similar projects	
d. Number of similar projects designed and constructed.	
e. Capacity and Capability	

- a. Feedback of references with specific reference to the ability of the Architect to interact and work with the reference's project team members.
- b. Past experience with the City of Castle Hills or other small cities
- c. Demonstrated effective communication with previous clients and the public.

*The RFQs will be evaluated by a committee of city representatives. A decision should be made within 30-45 days once the evaluation process has been completed.*

#### F. CONDITIONS OF WORK

Each Respondent must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful Respondent of their obligation to furnish all services and labor necessary to carry out the provisions of the contract.

#### G. LAWS AND REGULATIONS

The Respondent's attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The successful Respondent shall be responsible for the receipt and payment of any local, state, or federal permits required for this phase of the project, if applicable.

#### H. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Castle Hills City Secretary by emailing Nichole Heinrich, [nheinrich@castlehills-tx.gov](mailto:nheinrich@castlehills-tx.gov). Completed Conflict of Interest Questionnaires may be mailed or delivered to the City Secretary, 209 Lemonwood, Castle Hills, TX 78213. Please consult your own legal advisor if you have questions regarding the statute or this form.

**I. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies are identified on a list prepared and maintained by the Texas State Comptroller.

**J. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form will be required prior to award of contract.

**K. DISCLOSURE OF INTERESTED PARTIES**

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, most business entities entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has created a website application for business entities to submit the required information and requires that the form be filed electronically. Prior to a Contract being submitted to City Council, the successful Respondent must complete Form 1295 on the TEC website, with a hard copy submitted to the City. This form is **NOT** required unless there is a contract between the vendor and the City and should NOT be included with the Proposal.

The only exceptions to this requirement will be:

- Publicly traded companies, including wholly owned subsidiaries.
- Electric Utilities
- Gas Utilities

**L. NON-TRANSFERABLE AGREEMENT**

The successful Respondent shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract resulting from this Proposal without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of successful Respondent, the surviving or resulting corporation or transferee of assets shall be bound by and shall have the benefit of the provisions of the Contract only upon the prior written consent of the City Manager. No assignment or novation of the Contract shall be valid unless the



assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under the Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**M. INDEMNIFICATION**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES, OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE, AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE AN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**N. INSURANCE**

The successful Respondent shall keep and maintain during the term of the Contract resulting from this RFQ, the following insurance coverage, which commercial general

liability and comprehensive automobile liability insurance of Respondent shall be primary, with the City named as Additional Named Insured, with limits of:

1. Workers' Compensation and employer's liability in amounts required by law.
2. Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
4. Professional Liability, Errors, and Omissions in an amount to be determined.

A copy of the current Certificates of Insurance should be included with the Proposal. Within ten (10) business days of execution of the Contract, an Insurance Policy Endorsement with the City named as additional insured will be required.

Thirty (30) days' prior notice of policy cancellation shall be provided to the City. The successful Respondent shall furnish the City with an Insurance Policy Endorsement evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this RFQ.

#### O. TERM, RENEWAL AND TERMINATION

The Contract resulting from this RFQ shall have a term of the number of days within which, or the dates by which, the work is to be completed and ready for final payment. This term is to be determined in the Contract negotiation process and included therein.

The successful Respondent shall perform in accordance with the terms and conditions of the resulting Contract. Charges of poor performance shall be documented by the City and submitted to the successful Respondent for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the Contract. The City reserves the right to terminate the Contract for any reason by notifying the Contractor, in writing, thirty (30) days prior to the termination date.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of the Contract shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of the Contract.

#### P. RATE OF PAY

All salaries to be paid as a result of the Contract awarded from this RFQ shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the Contract and compliance with same.

## Q. INVOICE AND PAYMENT

Respondent shall include Purchase Order number on corresponding invoice. Invoices will be emailed to Nora Davis, Fiscal Officer, [ndavis@castlehills-tx.gov](mailto:ndavis@castlehills-tx.gov) or mailed to:

CITY OF CASTLE HILLS  
ATTN: FISCAL OFFICE  
209 LEMONWOOD  
CASTLE HILLS, TX 78213

Pursuant to the Prompt Payment Act, the City shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City shall constitute all services required being received to the City's satisfaction.

## II. Scope of Work

### A. INTENT

The City seeks Qualification Statements from Professional Architects to provide design services, including site analysis; space programming; analysis of design options such as remodel, reconstruction or new building; identification of a recommended option; preliminary project costs for each option; preparation of a preliminary design and construction schedule; and preparation of a preliminary floor plan for the preferred option, for the existing City Hall at 209 Lemonwood, Castle Hille, Texas.

### B. BACKGROUND AND PROJECT SPECIFICS

The Castle Hills City Hall is a partially two-story facility, approximately 20,000 square feet in size. It was formerly occupied and used by a Christian church and was purchased and remodeled for use by Castle Hills in the late 1990s. The City is unable to confirm the age of the facility. It is currently occupied by the Administration, Court, and Police Departments. The facility contains the Council Chambers which doubles as a meeting space and the venue for Court hearings. The Community Room serves as space for various City and community gatherings as well as a voting location for the Bexar County Elections Department. Chapter 4 of the Castle Hills Comprehensive Plan adopted in 2023, contains a discussion of the issues with the current facility and a proposed solution. The proposed solution is not to be thought of as mandatory, although there are worthy ideas contained in it, i.e., a smaller Council Chambers, Community space adjacent to the Commons, and a front door that gives access to all departments. The 2023 Comprehensive Plan is accessible on the City's website at [Castle Hills, TX - Official Website | Official Website](#) under the News & Events.

City engineers have completed two studies of the City Hall facility. One is an analysis of the structure and the other an architectural analysis. These reports are available for review by appointment at City hall.

Considerable improvements are planned soon for the Commons, Castle Hills' premier green space. A current sketch of those improvements is included with the RFQ package.

The Project shall contain the following elements as a minimum:

- a) Site Analysis. A thorough analysis to include a review of parking and drainage needs, including the potential use of the drainage ditch around the north and west sides of the site, building placement on site, and relationship of building to the Commons. The City is not against the purchase of additional land if warranted.
- b) Building Program. Interview the City Manager, department heads, and community members whose organizations have a stake in the facility in order to arrive at an estimate of space requirements, hours of operation, adjacency requirements, and other pertinent information. Estimates of internal circulation and gross square footage should be based on the best architectural practices.
- c) Development and Presentation of Options. The architect will develop options for the improvement of the facility, and these could include a full building remodel, a partial remodel and small new building, a new facility, or as otherwise suggested by the architect. Conceptual sketches of options along with diagrams showing the pros and cons of each option shall be provided. A concept sketch of the preferred option, to include a conceptual floor plan and suggestion(s) for the location of public art, shall be provided. Preliminary costs of each option shall be presented. An escalation of the estimate shall be presented to 3 years into the future if possible.
- d) Design and Construction. An estimate of the schedule for design and construction of the preferred option.

The architect should count on multiple organizational meetings with the Committee, programming meetings with stakeholders, 2-3 town hall meetings with residents and businesses, and presentations to the City Council.

#### C. INSTRUCTIONS FOR RESPONDING

1. Required Contents. The most qualified respondent should have significant experience in municipal and/or commercial projects, and as detailed in the Scope of Work. The qualifications and commitment of the key personnel assigned are critically important in the qualification of a firm. Please provide the following in your response:
  - a. Cover letter and introduction, including the name, phone number, and email address of the person(s) authorized to represent the company regarding all matters related to the response.
  - b. Table of Contents – clearly identify what part of the RFQ is being addressed in each section of the response.
  - c. Statement of Project Understanding.
  - d. Location of office(s) at which work will be performed.

- e. A description of the candidate firm/team, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business, biographies of principals, biography of the individual who will be assigned as primary representative to the City, etc.
- f. A statement indicating how the candidate envisions being able to provide services to the City and a demonstrated understanding of the high expectations of the City and its residents.
- g. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Work.
- h. An organizational chart identifying team members and their areas of responsibility. A description of the history of the firm and description of the personnel in the proposing office.
- i. Resumes of Key Personnel who will be assigned to provide services to the City and who have the experience and level of expertise required, with a statement committing the aforementioned staff.
- j. List current and relevant projects similar to this project.
- k. List of current municipal, commercial and related clients.
- l. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
- m. Five references (past or current clients). Firms shall provide contact information for at least five municipal or commercial client references specifying entity name, address, services provided, contact person, and telephone number.
- n. Firms shall also describe any contracts for services awarded to it that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related to any municipal or commercial clients.
- o. A statement that the respondent is cognizant of and familiar with the application of design criteria accepted by the City.
- p. A statement of the ability to provide these services within the timeframe indicated.
- q. A statement of the respondent's willingness and ability to provide these services within the budget established during negotiation of the scope of work.
2. Detail in your submission any EXCEPTIONS your firm may have regarding this RFQ and explain why the exceptions should apply.
3. Approval of variation offered by a firm or individual remains with the City and in all cases the City's decision is final. In the event a variation is not accepted by the City, the submitter may be allowed to offer services in lieu of variations which explicitly meet the specifications, conditions, terms, and requirements of this RFQ.
4. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final contract.

Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

## VENDOR INFORMATION FORM

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF CASTLE HILLS, TEXAS FOR  
INTERIOR CITY HALL REMODEL – ARCHITECTURAL SERVICES:**

FIRM NAME:

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ADDRESS:

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CITY, STATE, ZIP:

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CONTACT PERSON NAME:

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CONTACT PERSON TITLE:

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TELEPHONE:

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EMAIL:

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AUTHORIZED SIGNATURE:

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DATE:

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LEGAL STATUS OF CORPORATION (CIRCLE ONE):

INDIVIDUAL

PARTNERSHIP

CORPORATION

LIMITED LIABILITY COMPANY

OTHER (SPECIFY): \_\_\_\_\_

House Bill 89  
VERIFICATION

I hereby affirm that I am an authorized agent of

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hereafter referred to as company, **do hereby affirm 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/agreement if awarded under this Request for Proposal.**

*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.*

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DATE

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SIGNATURE OF COMPANY REPRESENTATIVE



## BIDDER RESIDENCY CERTIFICATION

Pursuant to Texas Government Code 2252.002, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a reasonable bidder by an amount that is not less than the greater of the following:

- 1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.
- 2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

Sec. 2252.001. DEFINITIONS. In this subchapter:

- 1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- 2) "Governmental entity" means:
  - (A) the state;
  - (B) a municipality, county, public school district, or special-purpose district or authority;
  - (C) a district, county, or justice of the peace court;
  - (D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education Code;
  - (E) the legislature or a legislative agency; or
  - (F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.
- 3) "Nonresident bidder" refers to a person who is not a resident.
- 4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a resident bidder of Texas as defined in Texas Government Code Section 2252.001.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

I certify that \_\_\_\_\_ is a Nonresident bidder as defined in Texas Government Code Section 2252.001 and our principal place of business is \_\_\_\_\_

\_\_\_\_\_  
(city and state).

Signature \_\_\_\_\_

Print Name \_\_\_\_\_