



# ENNIS

## TEXAS

### CITY OF ENNIS

## Request for Qualifications

**Reference Number:** 24-313-13

**Project Title:** SCADA AUTOMATION MANAGEMENT SYSTEM  
STUDY

**Closing Date:** 1:30 pm, June 5, 2024

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## Advertisement



The City of Ennis (City) will receive Statement of Qualifications for 24-313-13 SCADA Automation Management System Study.

Specifications can be found at <https://procurement.opengov.com/portal/ennistx>.

Statement of Qualifications will be received until 1:30 pm Wednesday, June 5, 2024.

Statement of Qualifications should be submitted online at

<https://procurement.opengov.com/portal/ennistx>.

All questions should be fielded online at <https://procurement.opengov.com/portal/ennistx>.

Statement of Qualifications will be opened and the name of each entity or team that has submitted will be read aloud at 500 Lake Bardwell Drive, Ennis, TX 75119 at 1:30pm

City of Ennis

By: Katrinia Roberson

Title: Purchasing Manager

# Introduction

## Summary

The City of Ennis is seeking Statements of Qualifications (SOQs) from licensed professional Engineering firms or from professional automation and integration firms with expertise in municipal Supervisory Control and Data Acquisition (SCADA) systems management and engineering, to provide design and implementation recommendations services for a SCADA based automation and control system of City maintained infrastructure to include twenty-three (23) Lift stations, Water Treatment Plant, two existing Water Towers, two future Water Towers, and a Wastewater Treatment Plant.

The design services shall include analyzing and inventorying current infrastructure to recommend and provide equipment and software recommendations for site SCADA and pump control panels, one-line electrical diagrams, path studies and antenna design, and primary and secondary servers for three (3) locations.

## Contact Information

### **Project Contact:**

#### **Ed Green**

Director of Public Works

500 Lake Bardwell Dr.

Ennis, TX 75119

Email: [egreen@ennistx.gov](mailto:egreen@ennistx.gov)

Phone: [\(972\) 921-4411](tel:(972)921-4411)

### **Procurement Contact:**

#### **Katrinia Roberson**

Purchasing Manager

107 N. Sherman St.

Ennis, TX 75119

Email: [kroberson@ennistx.gov](mailto:kroberson@ennistx.gov)

Phone:  [\(972\) 875-1234 Ext: 2832](tel:(972)875-1234)

### **Department:**

Public Works

### **Department Head:**

Ed Green

Director of Public Works

## Timeline

<b>Release Project Date</b>	April 21, 2024
<b>Submission Deadline</b>	June 5, 2024, 1:30pm
<b>Contractor Selection Date</b>	June 14, 2024

# Project Details

## Important Instructions for Electronic Submittal

The City of Ennis is accepting electronic Statement of Qualification submissions. Proposers shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

## Project Scope of Work

The scope of work includes providing detailed recommendations to adopt and implement City-wide standards for SCADA software, hardware, and configuration. A comparison showing the estimated initial costs, maintenance costs, effectiveness, advantages, and disadvantages associated with each recommended configuration and options to include end-of-life expectations shall be included.

It is the City's intent to implement a non-proprietary SCADA system. For any design or implementation recommendations that are proprietary in nature a report explaining how and why it is in the best interest of the city to utilize it shall be required, along with a notarized statement that there is no existing or future conflict-of-interest between the firm or its employee making the recommendation and the vendor providing the recommended product or services.

### 1. PROJECT INITIATION & KICKOFF MEETING WITH CITY STAFFS:

- A. Attend preliminary scoping and scheduling meetings with City staff. The purpose of this meeting is to review the technical approach and data collection requirements, to finalize scope of work and deliverable formats, to review the project schedule, phases and measurable milestones, to review the project budget, and to address any other project related issues.
- B. Review all documents provided by the city necessary to complete the work. The city will provide the following based on GIS and other available information sources:
  - o City maps including lift station locations, elevated storage tank locations, and treatment plant locations.
  - o Types of pumps, motors, controls and processes to be monitored or controlled at the Lift Stations, Elevated Storage Tanks, Water Treatment Plant and Wastewater Treatment Plant.

### 2. EXISTING SYSTEM REVIEW, ANALYSIS, PROPOSED SYSTEM, SCHEDULE, AND BUDGET DEVELOPMENT

- A. Site specific factors that should be considered in the analysis include:
  - o Special attention to the locations of two (2) existing Elevated Storage Tanks (EST), one EST currently in construction, and one optional future EST.
  - o Assurance that the system is operable from a remote (outside of control room) location.
  - o Include advanced automatic control capabilities.
  - o Standardize controls at all locations.
  - o Update of existing HMI screens and data collection infrastructure for all facilities on the current system.
- B. A plan to keep systems operational during upgrade. Specific analysis and recommendation for maintaining current Wonderware system and configured SCADA related equipment while installing new software and/or equipment. Other software platforms will be considered if recommended.
- C. A communication system investigation to provide real-time access to SCADA data.
- D. Radio and network Encryption options and other cyber security recommendations. Recommend data transmission methods (i.e., cell phone network, radio, etc.) that address both reliability and redundancy.

- E. Data from the SCADA system shall be formatted and accessible for operations and oversight by operators and managers, regulatory and operational reporting, additional queries for various improvement projects, and to interface with the asset management system Cartegraph OMS for scheduling preventative maintenance activities.
- F. Milestone schedule for implementation of a phased rollout of the proposed system to include scope of services and EOPCCs for each phase of the implementation.

### 3. DELIVERABLES REPORT

Phase I of the SCADA Automation Management System Study recommendations will address the following:

- A. Project scope management timeline
- B. Scope of services
- C. Estimate of Probable Construction Cost
- D. Process Control Strategies and Optimization Strategies
- E. Component design study
  - a. A comparison and contrast of proprietary hardware and/or software to non-proprietary systems
  - b. A conflict-of-interest report for all recommended software or equipment
  - c. Reliable field elements and equipment study that states end of life expectations with initial and operating cost.
- F. Management Information Services and Data Integration
- G. Reporting
- H. Communications
- I. Requirements Definition
- J. Optimized Operations Design
- K. Field Investigation
- L. Controller Selection
- M. Plan for Implementation

Upon acceptance of the Phase I recommendations and based on acceptance or feedback from the City, Phase II of the SCADA Automation Management System Study recommendations will address the following:

- N. Create a written plan and criteria list for upgrades including:
  - a. Detailed one-line electrical diagrams with a narrative describing the Design and Specification requirements.
  - b. Hardware
  - c. Software
  - d. Programming
  - e. Interfacing and screen building
  - f. Alarming
  - g. Hard upgrades (antennas, towers, etc.)
  - h. Historic data and report generation
  - i. City staff training
- O. Procurement Assistance in the form of Design Drawings and Specifications suitable for bidding the furnishing and installing the approved recommended SCADA system.

### 4. SOFTWARE AND SYSTEM MANAGEMENT TRAINING:

- A. Optional Service: The city may request that the selected consultant be available for on-call services on an as needed basis. The scope for the on-call services will be defined at completion of the initial scope of services.
- B. Optional Service: The city may request assistance in the development of training and operations

and maintenance manuals for the SCADA software and equipment to include integration with Asset Management system - Cartegraph OMS software. The training shall cover computer operations, data entry/editing, report generation and database management. The scope for the training and operations and maintenance manuals will be defined at completion of the initial scope of services.

#### 5. PRESENTATION:

Conduct a presentation of the results of the automation system recommendations to designated City personnel and/or elected officials.

#### **Selection Process**

In accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, Professional Services, selection of the most highly qualified respondent will be based on demonstrated competence and qualifications as determined by the City based on information provided in response to the SOQ.

The City uses a two-step process for the final selection of the most qualified firm.

Step 1 consists of evaluating the written SOQ package submitted by firms interested in being considered. The City will rank the SOQs according to the RFQ Selection and Evaluation Criteria and may contact references or may request additional information from top ranked firm. The City may then move directly to Step 2 Negotiations, or if so desired or deemed necessary by the evaluation committee, up to five (5) of the top ranked firms may be asked to come in for an interview. If interviews are held then each shortlisted vendor may have their initial evaluation scores adjusted based on clarifications provided during the interviews using the same RFQ Selection and Evaluation Criteria contained herein for written proposals. Following the (optional) interview process the City will move to Step 2 - Negotiations with the top ranked firm.

Step 2 consists of negotiating with the top ranked consultant to develop a scope of work and fee proposal. If negotiations are unsuccessful then the City may enter the negotiation process with the next highest ranked short-listed firm. This process is potentially repeated until an acceptable scope of work and fee proposal is negotiated. Final contract award and execution is subject to approval by the City Commission.

#### **Inquiries**

SOQ Clarifications/Questions/Inquiries: All questions related to requirements or processes of this SOQ should be submitted through the Question & Answers section of OpenGov.

Replies: Responses to inquiries which directly affect an interpretation or effect a change to this solicitation will be issued in writing by addendum posted to City's OpenGov portal. All such addenda issued by City prior to the submittal deadline shall be considered part of the SOQ. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

Acknowledgment of Addenda: The Proposer shall acknowledge all addenda as part of their SOQ.

Submittal – Required Content: All submissions must be electronically submitted through OpenGov. SOQs will not be accepted after the deadlines set for receipt thereof. No submittals received after this deadline will be considered.

#### **Statement of Qualifications Format**

Responses must be submitted electronically with each page numbered sequentially and contain the components of the bullet points listed below. The table of contents should include page numbers and be arranged to correspond with the selection criteria of this SOQ. Each Statements of Qualifications shall be limited in length to no more than forty (40) pages.

- A Letter of Interest addressed to the Honorable Mayor and City Commission summarizing the Consultant’s understanding of the work and a brief description of the Consultant’s strengths to perform the work successfully (Page Limit: 2)
- Cover sheet (Page Limit: 1)
- Table of Contents (Page Limit: 1)
- Statement of Qualifications (Page Limit: 34)
- Statement of Qualifications Signature Form (Page Limit: 2)

*+Please do not include promotional materials or brochures as part of the submittal package.*

### **Page Format**

Respondents are encouraged to use their own format within the guidelines described in the SOQ.

- Minimum line spacing: 1.5
- Minimum font size: 11 points (except for documents prepared by others; e.g., Forms).
- Minimum margins: 1 inch on all sides.

### **Submission Criteria**

#### **SUBMISSION CONTENT**

The SOQ shall include a Letter of Interest indicating the firm’s interest to perform services and the specific tasks or areas of expertise, which if any will be subcontracted, and to whom. Interested firms must submit the material required herein in order to be considered for the project. Please submit the firm’s mailing address, phone number, and an e-mail address for the firm’s point of contact person on the Letter of Interest. Future contacts by the City will be done via e-mail, whenever possible. The SOQ shall be composed in the following order:

#### **EXECUTIVE SUMMARY:**

Provide a summary addressing:

- Key staff members qualifications, personal experience, and availability
- Team’s qualifications and experience in SCADA Automation Management System implementation projects.
- Your understanding of the SCADA Automation Management System Study scope of services and brief description of your Work plan approach to meet the City’s needs. Include any unique aspects to your approach or ideas related to this project.

#### **KEY STAFF MEMBERS QUALIFICATIONS AND EXPERIENCE:**

The team shall identify the principal staff members who would be assigned to the engagement. Identify any special certifications, degrees, or professional designations held by each design professional you propose to use for the Project. Provide the name, address, size and description of the firm. Provide an Organization Chart. Provide resumes for each key project team member with a description of their proposed role specific to this project, their experience directly related to this type of project, and their availability to provide services on this project. Identify who the proposed Project Manager will be.

#### **TEAM’S EXPERIENCE, TECHNICAL COMPETENCE, AND NO CONFLICT OF INTERESTS:**

Provide a summary that you believe is relevant to the consideration that your team members have the experience and capability to perform this project including the nature of previously completed work on projects that included SCADA System and implementation of SCADA Automation Management System and rehabilitation or replacement strategies. Provide a list of locations / projects the team have completed within the last five years and the date completed.

Describe proposed Sub-consultant usage if anticipated. Indicate the percentage of work estimated to be performed by the sub vs. the prime. Also, indicate if the prime consultant has previously worked with the



proposed subconsultant and give a brief example of the previous relationship(s). Describe any and all Proprietary Products and/or Relationships to specific SCADA software or hardware vendors that your team or key staff member have recommended on past SCADA system projects or provide an explanation that there is no conflict-of-interest between your firm and the vendor providing the product or services.

**UNDERSTANDING PROJECT REQUIREMENTS AND WORK PLAN UNIQUE APPROACH:**

Provide a narrative of your understanding of the requirements of the SCADA Automation Management System and deliverables. Provide a detailed description of your Work plan approach that conveys how your company anticipates accomplishing the project including data collection methodology, tools, major project milestones, activities, tasks, and deliverables, data conversion/data migration approach; assumptions or constraints on which the work plan is predicated. The work plan should demonstrate to the City that your firm understands the tasks involved in producing each of the required deliverables and shall identify what is required of the City to prepare for the firm's proposed solution. Provide a description of the software application being proposed in terms of capabilities, functionality, and features and the application hosting environment.

**ACCURACY OF SOQ:**

Accuracy will be determined based on the team's information and SOQ being complete, clear, and concise and in adherence to the SOQ format and other requirements described in the SOQ.

# General Terms & Conditions

## **Submission Deadline:**

Proposers shall sign and date pages with signature lines. Incomplete submissions or submissions which are not signed and dated as stated may be rejected. Sealed submissions shall be appropriately signed by a person having the authority to bind the firm into a contract.

## **Late Submissions:**

Late Submissions shall not be accepted.

## **Funding:**

Funds for payment have been provided through the City budget approved by the Ennis City Commission. Any anticipated orders or other obligations that may arise past the end of the current City fiscal year will be subjected to budget approval.

## **Altering Submissions:**

Submissions shall not be altered or amended after the time of opening. Any alterations made before opening occurs must be initialed by the Proposer or his/her authorized agent. No submission may be withdrawn after opening without approval and based upon the submission of a written and acceptable reason.

## **Withdrawal of Submission:**

A submission may not be withdrawn or canceled by the Proposer without the permission of the City for a period of ninety (90) days following the date designated for the receipt of submissions, and the Proposer so agrees upon submittal.

## **Award:**

The City will review all Statement of Qualification submissions for responsiveness and compliance with this RFQ.

## **Ethics:**

The Proposer shall not offer/accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City.

Exceptions/Substitutions:

Exceptions and substitutions to the specifications shall not be considered.

## **Addenda:**

The City reserves the right to revise or amend the RFQ prior to the due date set for the SOQ submissions. Such revisions or amendments, if any, will be announced by addenda or addendum to these specifications via the City's OpenGov Procurement portal at: <https://procurement.opengov.com/portal/ennistx>. Follow the project on OpenGov to receive project updates including addenda notifications released before or after you have submitted.

## **Laws:**

SOQ submissions must comply with all federal, state, and local laws concerning types of products specified.

## **Minimum Standards for Responsible Proposers:**

A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain resources required;
- b. Have the ability to comply with the required or proposed delivery schedule;
- c. Have a satisfactory record of performance;
- d. Have a satisfactory record of integrity and ethics; and
- e. Have the eligibility and qualifications to receive an award.

The City may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration

## **Documentation:**

Proposer shall provide with this solicitation response, all documentation required by this RFQ. Failure to

provide information specifically requested may result in rejection of the SOQ submission.

**Indemnification:**

The successful Proposer agrees to defend and shall indemnify and hold harmless the City, as well as, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes or action, suits, and liability of every kind, including all, but not limited to, any and all claims, actions, or lawsuits for property damage, personal injury, including death, involving patent right infringement or copyrights, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the negligent acts and/or omissions of successful Proposer under this Contract.

**Term of Contract:**

This Contract shall remain in effect until the end of the term of the Contract, until acceptance of performance or services ordered or until terminated by either party with thirty (30) days written notice to the other party. However, the successful Proposer must state the reasons for such termination.

**Default:**

The City reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event the successful Proposer defaults on this Contract. Default includes:

1. Inability to meet schedules or requested delivery times;
2. Defaults in the payment of any fees; or
3. Failure to otherwise perform in accordance with these terms, conditions, or specifications of the Contract.

No party shall be in default under the Contract until notice of the alleged failure of the party to perform has been given in writing and until the party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the alleged nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). If the successful Proposer fails to cure the alleged failure to perform with the time indicated in the written notice from the City, then the City may terminate the Contract.

**Notice:**

Any notice required by this Contract (or required by law at the address so provided) to be given to any party shall be deemed to have been received when personally delivered or 72 hours after such written notice has been deposited in the mail in Ennis, Texas by Registered or by Certified Mail with sufficient postage affixed thereto, addressed to the party at the address so provided.

**Purchase Order:**

A purchase order shall be generated by the City to the successful Proposer. The purchase order number must appear on all itemized invoices. The City will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**Invoices:**

Each Invoice shall be numbered and shall show

- a. name and address of the successful Proposer,
- b. name and address of receiving department and/or delivery location,
- c. the City Purchase Order Number, and
- d. descriptive information as to the services delivered.

**Payment:**

Payment will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice. The City's standard payment terms are net 30, i.e. payment is due in thirty (30) days.

**Services:**

Services under this Contract shall be subject to the City's approval. Services found defective or not meeting specifications shall be promptly corrected at no expense to the City.

**Supporting Information:**

The successful Proposer shall warrant that all items/services shall conform to the RFQ.

When requested by the City, Proposers are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these Specifications.

Failure to include supporting information specifically requested may be cause for rejection of the SOQ submission.

- a. **Warranty** – Include warranty information with the Submission. Warranties may be a consideration of Submission Evaluation. Only standard pre-published warranties will be considered.
- b. **Technical Literature** – Include pre-published drawings, brochures, or engineering data sufficient to ensure that the product meets or exceeds minimum specifications.

**Applicable Law and Venue:**

This Agreement will be governed and construed according to the Laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.

**Equal Employment Opportunity:**

The successful Proposer shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Subtitle 15 or the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The successful Proposer shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal opportunity employment.

**Assignment:**

The successful Proposer shall not sell, assign, transfer, or convey this Contract, in whole or in part.

**Silence of Specification:**

The apparent silence of specifications, terms, and conditions to any detail, or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this Statement.

**Bond:**

Required when stated in RFQ.

**Performance Bond:**

Required when stated in RFQ.

**Proprietary Information:**

The responders to any inquiry or solicitation request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable state and federal laws, regulations, and policy of this jurisdiction.

**Subcontracting:**

The successful Proposer shall not subcontract without the written approval of the City.

**Independent Contractor:**

The successful Proposer is and shall be deemed an independent contractor of the City. The Contract shall not be deemed as creating a joint venture between the parties.

**Inclement Weather:**

The following is only valid in RFQs where in-person submittal or hard copies will be considered.

In case of inclement weather or any other unforeseen event causing the City to close for business on the date of a submission deadline, the closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgement call to extend the deadline.

## RFQ Selection and Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Executive Summary</b> As described in the Submission Criteria.	Points Based	12.5 <i>(12.5% of Total)</i>
2.	<b>Key Staff Members</b> As described in the Submission Criteria.	Points Based	25 <i>(25% of Total)</i>
3.	<b>Team Experience</b> As described in the Submission Criteria.	Points Based	25 <i>(25% of Total)</i>
4.	<b>Understanding of Project</b> As described in the Submission Criteria.	Points Based	25 <i>(25% of Total)</i>
5.	<b>Accuracy of Respondents Statement of Qualification</b> As described in the Submission Criteria.	Points Based	12.5 <i>(12.5% of Total)</i>

## RFQ Submissions, Verifications, and Certifications

### Proposal Requirements\*

Did you read through and confirm that you met all of the RFQ requirements?

- Yes  
 No

\*Response required

### Insurance\*

Please upload a copy of your current insurance that comply with Attachment A.

\*Response required

### Release for Cause\*

In the last 10 years has your company ever been released from a contract with or without cause?

- Yes  
 No

\*Response required

When equals "Yes"

### Release Information\*

Please provide the agency name, contact person, brief description of the project and details regarding your release from the contract?

\*Response required

## CERTIFICATIONS REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL\*

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Consultant hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Consultant and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing certification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

**VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITY OR TRADE ASSOCIATION\***

To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- B. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

**CERTIFICATION REGARDING CRITICAL INFRASTRUCTURE\***

Consultant hereby certifies that it will not be granted direct or remote access to, or control of, critical infrastructure, as defined by Section 2275.0101(2), Texas Government Code, in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, as defined in Section 2275.010(3).

The foregoing certification is made solely to comply with Chapter 2275, Texas Government Code, as amended.

Please confirm

\*Response required

**VERIFICATION REGARDING ENERGY COMPANY BOYCOTTS\***

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant 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, as

amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Please confirm

\*Response required

### **Conflict of Interest Questionnaire**

Please download the below documents, complete, and upload if applicable.

- [CIQ.pdf](#)

### **Form 1295 Certificate of Interested Parties**

Please upload your filed Certificate of Interested Parties if applicable here.

<https://www.ethics.state.tx.us/filinginfo/1295/>

### **Statement of Qualifications\***

Please Upload your COMPLETE SOQ here, formatted in the manner required by this RFQ.

\*Response required