

Request for Qualifications (RFQ-MC-2026-4) for Engineering Services - Cover Letter

August 17, 2026

Re: Proposed Contract Funding – SFY 2026-2027 Flood Infrastructure Fund (FIF) Program

Dear Service Providers:

Attached is a copy of the County's Request for Qualifications for pre-award and post-award engineering services of a SFY 2026-2027 Flood Infrastructure Fund (FIF) grant contract, if awarded, from the Texas Water Development Board (TWDB). Orange County is considering applying for such funding to support *FME/FMP/FMS activity* and/or other eligible activities.

Multiple contracts may be awarded as a result of this solicitation. Respondents may propose on any or all of the activities outlined in this RFQ.

The submission requirements for this proposal are included on the attached RFQ form. Please submit a proposal of services and statement of qualifications to:

Michelle Carroll, Purchasing Agent
714 Polk Street, Orange, Texas 77630
Email to: *mcarroll@co.orange.tx.us*

The deadline for submission of proposals is **September 01, 2026 at 2:00 P.M.** Please provide 3 hard copies of your proposal and email a digital copy in PDF format to the email address listed above. The county reserves the right to negotiate with any and all persons or firms submitting proposals.

This contract is dependent upon release of funds from the TWDB. Any contract or contracts awarded under this RFQ are expected to be funded in part by a loan or grant from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this RFQ or any resulting contract.

This contract is funded in part by a loan and/or grant from the TWDB under the FIF Program. The contract is subject to the TWDB Supplemental Contract Conditions for State Programs (Form TWDB-0552). Bidders must comply with all state-mandated instructions, procurement protocols, and statutory requirements outlined in TWDB-0552. The selected contractor will be required to execute a mandatory Contractor Statement of Understanding verifying that all goods and services will comply with Texas statutes, including the Use of Texas Iron and Steel (USIS) requirements, where applicable.

The County reserves the right to negotiate with any and all proposers, as per the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254) and the Texas Grant Management Standards (TxGMS). In accordance with the TWDB's State Program requirements, procurement opportunities are open equally to all qualified businesses, including small businesses and firms operating within labor surplus areas, in a non-discriminatory manner.

Orange County is an affirmative action/equal opportunity employer. All qualified applicants will receive consideration for employment or procurement selection without regard to race, color, religion, sex, age, disability, veteran status, or national origin.

Sincerely,

Michelle Carroll

Purchasing Agent

RFQ-MC-2026-4 for Engineering Services

Orange County is seeking to enter into an engineering services contract with a state-registered engineer to assist the County in pre-award and post-award engineering services in support of (insert FME/FMP/FMS activity) and/or other eligible activities if funded under the SFY 2026-2027 Flood Infrastructure Fund (FIF) Program from the Texas Water Development Board (TWDB).

The following outlines the request for qualifications. Note, any work done prior to the award of an Engineering Services Agreement is considered "at risk" and the County is under no obligation to fund or pay for such work.

- I. Scope of Work –The successful respondent(s) is to provide engineering services including but not limited to the following areas:

Pre-Award - (services associated with developing and requesting funding assistance), including but not limited to:

- Application preparation assistance, including compiling raw engineering data.
- Preliminary surveys, right-of-way plotting, and utility conflict identification.
- Preliminary Scope of Work determination, alignment alternatives, and hydraulic/hydrologic modeling.
- Preliminary design plans, engineering schematics, and project specifications.
- Preliminary project cost estimates, budgets, and construction schedules.
- Gathering and assembling technical data required to achieve TWDB environmental and historical preservation clearance.

Post-Award

- Final engineering design, detailed plans, and technical specifications signed and sealed by a Licensed Professional Engineer in the State of Texas.
- Final construction budget, itemized bid schedules, and contract documents.
- Preparation of the construction bid packet incorporating all mandatory provisions of TWDB Form TWDB-0552 and Texas procurement statutes (p. 1).
- Assist the Owner in advertising for bids, conducting the pre-bid conference, opening bids, reviewing proposals, and issuing a formal Letter of Recommendation for Award.

Construction Phase & Special Services

- Provide construction administration, including conducting the pre-construction conference and performing periodic on-site observations.
- Review and approve contractor shop drawings, material submittals, and monthly pay applications.
- Review and log contractor mill certifications for compliance with Texas Iron and Steel (USIS) requirements (p. 1).
- Prepare, review, and submit all construction Change Orders to the TWDB for formal approval.
- Conduct all interim field testing, structural inspections, and final project walkthroughs.
- Prepare "As-Built" record drawings and issue the final signed/sealed Engineer's Certificate of Completion required for final grant closeout.
- Other special services as determined.

- II. Statement of Qualifications - The County is seeking to contract with a competent engineering firm experienced in state funded projects. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies
- Related experience in state funded construction projects and the specific project type referenced in this RFQ.
- A description of work performance and experience with municipal construction programs including a list of at least three references from past local government clients
- Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.

- A statement substantiating the firm's resources and the ability to carry out the scope of work requested in a timely manner.

III. For this RFQ, qualifications will be evaluated and the most qualified respondent will be selected, subject to negotiation of fair and reasonable compensation.

In accordance with the TWDB's State Program requirements, procurement opportunities are open equally to all qualified businesses, including small businesses and firms operating within labor surplus areas, in a non-discriminatory manner.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit A:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

V. Submission Requirements

- **System for Award Management.** Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) and must have an active registration with the System for Award Management (www.SAM.gov). Include verification that your company is registered and that the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Certificate of Insurance.**
- **Form CIQ,** enclosed in Exhibit B. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
- **Form 1295,** enclosed in Exhibit B. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information.
- **Required Contract Provisions.** Applicable provisions enclosed in Exhibit C must be included in all contracts executed as a result of this RFQ.

VI. Deadline for Submission – Proposals must be received no later than September 01, 2026 at 2:00 P.M.

Please submit 3 hard copies and a digital copy in PDF format of your proposal of services and a statement of qualifications to: Orange County Purchasing, 714 Polk Street, Orange, Texas 77630.

Exhibit A
Engineer Rating Sheet

Sub-grantee _____

Date of Rating _____

Name of Respondent _____

Evaluator's Name _____

Experience -- Rate the respondent for experience in the following areas:

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		

Subtotal, Experience	<u>60</u>	<u> </u>
-----------------------------	-----------	-----------------

Work Performance

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		

Subtotal, Performance	<u>25</u>	<u> </u>
------------------------------	-----------	-----------------

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

	<u>Max.Pts.</u>	<u>Score</u>
Comments:		

Subtotal, Capacity to Perform	<u>15</u>	<u> </u>
--------------------------------------	-----------	-----------------

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	60	<u> </u>
☐ Work Performance	25	<u> </u>
☐ Capacity to Perform	15	<u> </u>
Total Score	<u>100</u>	<u> </u>

Exhibit B: Required RFQ Forms

Insert System for Award Management (SAM) record search for company name and company principal.

CIVIL RIGHTS COMPLIANCE

1. Nondiscrimination

The Engineering Firm certifies that all qualified applicants will receive consideration for employment or subcontract selection without regard to race, color, religion, sex, age, disability, veteran status, or national origin in accordance with Texas Grant Management Standards (TxGMS).

2. Solicitations for Subcontracts Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Engineering Firm for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineering Firm that all qualified applicants will receive consideration for employment or procurement selection without regard to race, color, religion, sex, age, disability, veteran status, or national origin in accordance with Texas Grant Management Standards (TxGMS).

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Signature – Company Official

Printed/Typed Firm Name

Printed/Typed Name/Title

Date

Insert Certificate of Insurance

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																							
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. ☐																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____, _____, _____, _____, _____ (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____ (month) (year)																																									
_____ Signature of authorized agent of contracting business entity (Declarant)																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

Exhibit C

REQUIRED CONTRACT PROVISIONS

1. Termination of Agreement for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County/District shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County/District, be turned over to the City/County/District and become the property of the City/County/District. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County/District for damages sustained by the City/County/District by virtue of any breach of the Agreement by the Contractor, and the City/County/District may set-off the damages it incurred as a result of the Contractor's breach of the contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City/County/District. City/County/District may at any time and for any reason terminate Contractor's services and work at City's/County's/District's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement.
3. Changes. The City/County/District may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County/District.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County/District. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
5. Assignability. The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County/District thereto; Provided, however, that claims for money by the Contractor from the City/County/District under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County/District.
6. Reports and Information. The Contractor, at such times and in such forms as the City/County/District may require, shall furnish the City/County/District such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
7. Reports and Findings Confidential / Texas Public Information Act. All reports, information, data, and other materials prepared or assembled by the Contractor under this Agreement shall be the property of the City/County/District. The Contractor acknowledges that the City/County/District is subject to the Texas Public Information Act (Texas Government Code Chapter 552). All data and contract deliverables may be subject to public disclosure unless

exempted under the Act. The Contractor agrees to notify the City/County/District immediately upon receiving any direct third-party requests for information related to this contract.

8. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
9. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City/County/District harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
10. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City/County/District and no other officer, employee, or agent of the City/County/District, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between TWDB and the City/County/District, shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between TWDB and the City/County/District, shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between TWDB and the City/County/District or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TWDB and the City/County/District or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
11. Verification Against Boycotting Israel. As required by Texas Government Code Section 2271.002, and only if the Contractor has ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" per Section 808.001 of the Texas Government Code 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.
12. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
13. Ineligibility to Receive State Grants or Loans or Bid on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligator who is 30 or more days delinquent in paying child support is not eligible to:
 - a. Enter into a contract to provide property, materials or services under a contract with the state; or
 - b. Receive a state-funded grant or loan.

Under Section 231.006(d) of the Texas Family Code, regarding Child Support, the vendor or contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified contract and associated payments and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

14. Verification Against Boycotting Energy Companies. To the extent this Agreement constitutes a contract for goods or services as defined in Texas Government Code Section 2274.002, and only if the Contractor has ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, the Contractor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. For purposes of this verification, "boycott energy company" has the meaning assigned in Section 809.001 of the Texas Government Code.
15. Verification Against Discrimination of Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services as defined in Texas Government Code Section 2274.002, and only if the Contractor has ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, the Contractor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. For purposes of this verification, "discriminate against a firearm entity or trade association" has the meaning assigned in Section 2274.001(3) of the Texas Government Code.
16. Compliance with TWDB Form TWDB-0552. The Contractor agrees to comply with all applicable terms, conditions, and regulations mandated by the Texas Water Development Board (TWDB) under its Supplemental Contract Conditions for State Programs (Form TWDB-0552), which is incorporated herein by reference as if fully set forth. The Contractor further agrees to insert a flow-down clause in all subcontracts verifying that the subcontractor is fully subject to all requirements of the Master TWDB Grant/Loan Agreement.