

RESPONDENT NAME

REQUEST FOR PROPOSAL
REPLACEMENT OF A BRIDGE OVER BROKEN CREEK



RFP 2020-09
DUE DATE: Thursday, December 3, 2020
BY 2:00 P.M.

BIDS TO BE OPENED: Thursday, December 3, 2020 at 2:15 p.m.

Hill County
80 N. Waco St
Hillsboro, TX 76645
(254) 582-4020
www.co.hill.tx.us

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***NOTE: THESE PAGES MUST BE RETURNED WITH PRPOSAL.** This Table of Contents is intended as an aid to Proposers and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications

I. OPENING DATE, TIME, PROCEDURES, CONTACTS

- A. Hill County is seeking proposals to replace an approximately 100 ft long bridge over Brooken Creek on HCR 3206

The original and three (3) responses must be submitted on or before

Thursday, December 3, 2020 by 2:00 PM CST

Delivered to:
County Judge's Office
80 N. Waco St.
Hillsboro, TX 76645

- B. **All responses, including a "NO BID", are due by the due date.**
- C. **Any response received after the date and hour set for Proposal opening will be returned unopened.**
- D. A proposal may not be withdrawn or canceled by the proposer without the permission of the County for a period of forty-five (45) days following the date designated for the opening of proposals, and proposer so agrees upon submittal of Proposal. Proposals may be withdrawn at any time prior to the official opening by notifying Hill County Purchasing Department in writing. Proposals will be publicly acknowledged at the Purchasing Office on the date and time stated in the cover sheet. Proposers, their representatives and interested persons may be present. ***The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposers and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the proposal and that is clearly and SPECIFICALLY identified as such by proposer. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission. All submitted material is subject to release pursuant to the Texas public information act. Material not specifically and legitimately identified as trade secrets or financial information or other confidential information shall be presumed and treated as not confidential.
- E. **No oral explanation in regard to the meaning of the RFP** will be made and no oral instructions will be given before the award of the contract. Request from interested Respondents for additional information or interpretation of the information included in the Proposal package **should be directed in writing, via email to:**
Scotty Hawkins
shawkins@co.hill.tx.us
- F. **The deadline for receipt of written questions shall be Monday, November 30, 2020 by 12:00 PM CST.**
- G. **A Pre Bid will be scheduled by appointment.**

II. INSTRUCTIONS AND CONTRACT TERMS

- A. Proposal Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of Proposal.
- B. **It is the respondent's sole responsibility to review all pages of the RFP document, attachments, questions and their responses, addenda and special notices. The Respondent Information Form must be signed and returned. Failure to provide signature on this form renders Proposal non-responsive.** Failure to complete and submit all required forms, Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire Proposal.
- C. **CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION**" and **EACH PAGE** must be marked "**CONFIDENTIAL INFORMATION.**" HILL County will make every effort to protect these papers from public disclosure as outlined in LGC, Section 262.030(c) of the State of Texas County Purchasing Act.
- D. The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Hill County is subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to the RFP is "confidential" will not be treated as such if Hill County receives a request for a copy of the Proposal. Hill County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Hill County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.
- E. Proposals shall be publicly opened to identify the names of Respondents. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the Proposals and identified as such.
- F. Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Hill County reserves the right to waive any irregularities and to make award in the best interest of the County.
- G. Hill County reserves the right to accept or reject in part or in whole any Proposal submitted, and to waive any technicalities for the best interest of the County. Proposal may be rejected, among other reasons, for any of the following specific reasons:
 - 1. Proposal received after the time limit for receiving Proposals.
 - 2. Proposal containing any irregularities.
- H. Respondents may be disqualified and their Proposal not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
 2. The Respondent being interested in any litigation against the County.
 3. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 5. Respondent shall not owe delinquent property tax in Hill County.
- I. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Hill County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.
- J. Hill County reserves the right to reject the Proposal of any Respondent who has previously failed to perform properly or to complete on time contracts of a similar nature; who is not in a position to perform a contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to subproposers, materialmen, or employees. Respondents shall NOT contact any member of the evaluation committee prior to award by Commissioners Court.
- K. No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Proposer shall comply with the provisions of VTCA, Local Government Code Chapter 176 specifically section 176.006 setting forth disclosure requirements for proposers (proposers) and other persons.
- L. The enclosed Request for Proposal (RFP) and accompanying Specifications are for the responder's convenience in submitting an offer for the referenced products and/or services for Hill County.
- M. Awards are usually made in a Regular Session of Hill County Commissioners Court, following the proposal opening. Results will be sent to those who submitted a proposal. IT IS UNDERSTOOD that the Commissioners Court of Hill County, Texas reserves the right to reject any or all proposals as it may deem to be in the best interests of Hill County. Receipt of any proposal shall under no circumstances obligate Hill County to accept the lowest dollar submission. The award of the contract shall be made to the responsible responder, whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the RFP. Hill County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.
- N. Funds for payment have been provided through Hill County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has

been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Hill County fiscal year shall be subject to budget approval.

- O. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the Proposal guaranteeing authenticity.
- P. Hill County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include sales taxes. Tax exemption certificates will be executed by Hill County Purchasing Department.
- Q. The Proposal, accompanying documents, and any negotiated terms, when properly accepted by Hill County Commissioners Court, shall constitute a contract equally binding between the successful responder and Hill County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.
- R. The responder and/or responder's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Hill County.
- S. A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - 1. Have adequate financial resources, or the ability to obtain such resources as required.
 - 2. Have a satisfactory record of performance.
 - 3. Have a satisfactory record of integrity and ethics; and,
 - 4. Be otherwise qualified and eligible to receive an award.

Proposer shall submit three (3) references on Vendor References Form. Hill County may request other information sufficient to determine proposer's ability to meet the minimum standards listed above.

- T. Award will be based on, but not limited to, the following factors: unit price, total proposal price, delivery date, results of any testing or demonstrations, special needs of Hill County, prior experience with this or similar products or services, proposer reputation, proposer's past performance record with Hill County or other counties, an evaluation of the proposer's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Hill County will award an agreement or contract to the proposer whom, in the judgment of Hill County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Hill County is bound to purchase from the responsible proposer who submits the lowest and/or best Proposal.

Proposer shall provide with this response, all documentation required by this RFP. Failure to provide this information may result in rejection of submission.

Successful Proposer shall defend, indemnify and save harmless Hill County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subproposer or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with costs which may be obtained against Hill County growing out of such injury or damages.

- U. Any contract entered into as a result of this proposal shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a sixty (60) day written notice prior to any cancellation. The successful proposer must state therein the reasons for such cancellation. Hill County reserves the right to award canceled contract to next best proposer as it deems to be in the best interest of the County.

- V. Hill County 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 County in the event of breach or default of this contract. Hill County reserves the right to terminate the contract immediately in the event the successful proposer fails to:
 - 1. Meet completion schedules
 - 2. Otherwise perform in accordance with the accepted submission
 - 3. Submit Verification of Insurance prior to commencement of work;

Breach of contract or default authorizes the County to award to another respondent, purchase elsewhere and charge the full increase in cost to the defaulting respondent.

Representative submitting offer affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this Proposal in collusion with any other proposer, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other proposer or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this Proposal is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment Proposal on, or to influence any person to Proposal or not to Proposal thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the Proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

- W. The contract administrator, County Judge Justin W. Lewis, will serve as sole liaison between Hill County Commissioners Court and affected Hill County Departments and the

successful respondent. Unless directly outlined in this specification the respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The Contract Administrator, unless otherwise authorized by the Hill County Commissioners Court, has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Respondent will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

- X. Payments are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful offeror(s) is required to pay subproposers within ten (10) days.

III. REQUIRED PROVISIONS

THE FOLLOWING REQUIRED PROVISIONS IN THE FORM SET FORTH BELOW SHALL BE SET FORTH AND SHALL BE INCORPORATED INTO ANY CONTRACT OR AGREEMENT EXECUTED BY COUNTY AND THE SELECTED PROPOSER.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district court in Hill County, Texas or the federal district court in McLennan County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Hill County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Hill County cannot enter into an agreement whereby Hill County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Hill County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and

that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC") as codified and set forth in the Texas Business and Commerce Code effective as of September 1, 2014; therefore, any provision to the contrary is hereby deleted.
7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.
8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.
9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed; or
 - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government

Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Hill County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Hill County whether or not the same are available to the public. It is further understood that Hill County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Hill County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Hill County by Contractor in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.
13. The parties understand and agree that under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.
14. It is understood and agreed that Hill County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.
15. Hill County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.
16. Execution of the contract by Contractor certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
17. The Contractor certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Contractor states that it is not ineligible to receive State or Federal funds due to child support arrearages.
18. The parties agree and understand that these Required Provisions are to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of these Required Provisions and other terms and provisions tendered to Hill County in the Agreement or other documents, these Required Provisions shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.
19. The Proposer must agree that for the provisional and standard contract periods and any extensions thereto, the insurance as shown herein will remain in effect and shall name Hill County as a co-insured. Proposer shall provide evidence of ability to meet all requirements described in this

section. Any program of self-insurance risk employed by the Proposer shall be subject to prior approval and on-going monitoring by Hill County and its legal counsel. All policies must waive subrogation rights. Current copies of all policies and Certificates of Insurance must be on file at the County at all times during this contract. The following coverage will be required:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability
3. All non-owned, hired and all vehicles used by Bidder with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).
4. Worker's Compensation as required by statute - V.T.C.A, Labor Code, Chapter 401 et.seq.
5. Other Insurance Provisions:

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to the County.
6. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poor's.
7. Verification of Coverage: Bidder shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

IV. BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Hill County will require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Hill County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Hill County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Hill County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

V. SUBMITTAL FORMAT

Response to RFP 2020-09 shall include in this order:

1. Cover Sheet
 - Page 1 of RFP with Respondent's name
2. Experience
 - Previous work that is comparable in scope and size
3. Capacity to Perform
 - Staff and certifications
 - Approach
 - Ability to meet deadline of March 31, 2021.
4. Proposed Cost
 - All inclusive, lump sum
5. References
 - Three References shall be provided for work comparable to requested proposal.
6. Delivery Schedule
 - Timeline
7. All required forms outlined in Table of Contents

VI. PROPOSED COST

Please provide your cost proposal to accomplish the scope of work. Please note that the Hill County will not use lowest/best proposal as the sole basis for entering into this contract. The Cost Proposal shall be complete including all materials and installations.

VII. EVALUATION CRITERIA

The following criteria will be utilized to evaluate Qualifications:

Criteria:	Maximum Points:
Experience	30
Capacity to Perform	30
Proposed Cost	30
References	10
Total:	100

At the close of the submittal period, an appointed review committee will review all Proposals. The Review Committee, at its discretion, may conduct interviews.

VIII. SCOPE OF SERVICES

Replace an approximately 100 ft long bridge over Brooken Creek in Hill County Precinct No. 3 on HCR 3206.

All work must be completed by March 31, 2021.

PROPOSAL SIGNATURE FORM

The undersigned agrees this Proposal becomes the property of Hill County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Hill County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Hill County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature

X _____

Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date _____

Name _____

Title _____

Tel. No. _____

Fax No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.



Did you sign your Proposal and/or
your addendum? If not, your
Proposal will be rejected

EXHIBIT “A”

CERTIFICATION OF ELIGIBILITY

(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is **NOT** on the **State of Texas** or the **Federal Government’s** list of suspended, ineligible, or debarred proposers.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Hill County Auditor. Failure to do so may result in terminating this contract for default.

Signature

X _____

Authorized Representative

COMPLIANCE WITH FEDERAL AND STATE LAWS

HB 1295

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Hill County Purchasing Agent. Failure to do so may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide the Hill County Auditor the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature

VENDOR REFERENCES

Please list references of past and current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

Statement of No Bid

If you do not intend to bid, please return this form immediately to: Countyjudge@co.hill.tx.us and auditor@co.hill.tx.us

We, the undersigned, have declined to bid on Bid/ Proposal# _____

Reason:

_____ Specifications “too tight”, geared toward one brand or manufacturer (explain)

_____ Insufficient time to respond

_____ Specifications unclear (explain)

_____ We do not offer this product or an equivalent

_____ Our product schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond

requirements Remarks:

We understand this if this “Statement of No Bid” is not executed and returned, our name may be deleted from the list of qualified bidders.

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Signature: _____

To: Responders of Hill County, Texas
From: Justin Lewis, Hill County Judge
Re: Conflict of Interest

Questionnaire Responder;

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable Conflict of Interest with any Hill County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please **DO NOT** complete this form if you do not have a viable conflict.

By submitting a response to this the request a responder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any responder or person considering doing business with a local government Hill County disclose in the Questionnaire Form CIQ, the responder or person's affiliation or business relationship that might cause a conflict of interest with a local government Hill County. By law, this questionnaire must be filed with the records administrator of Hill County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. Please see attached questionnaire.

Sincerely,

Justin W. Lewis
Hill County Judge

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

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

☐ Yes☐ No

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

☐ Yes☐ No

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

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

7_____
Signature of vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

...

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Residence Certification

Pursuant to Texas Government Code § 2252.001 *st seq.*, as amended, Hill County requires a Residence Certification. § 2252.001 *et seq.*, of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of § 2252.001 are stated below;

(3) “Nonresident bidder” refers to a person who is not a resident.

(4) “Resident Bidder” refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has a principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in
(company name)
Texas Government Code §2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in Texas
(company name)
Government Code § 2252.001 and our principal place of business is _____

_____.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



HB 793 COMPLIANCE

_____ verifies that (it/he/she) does not boycott Isreal and will not boycott Isreal during the term of this contract.

The term "boycott Isreal" is as defined by Texas Government Code § 808.001 effective September 1, 2017.

(Company Name) (address)

(Signature) (Title) (date)

(email) (phone)