



**Bastrop County**

**REQUEST FOR PROPOSALS**

**Proposal Reference Number:** RFP 25BCP10B

**Project Title:** Heavy Haul Trailer

**Proposal Closing Date:** 2 :00 P.M. (CST), October 2, 2025

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# Bastrop County

## Request for Proposals

### 1. Introduction

- A. Project Overview: Bastrop County is requesting Proposals with the intent of awarding a contract for the services contained in Appendix A – Scope of Services.
- B. RFP Questions:
- i. RFP Clarifications: All questions related to requirements, processes or scope of work for this RFP should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a Proposal, of any portion of the Proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
  - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and will be uploaded to the Bastrop County website (<http://www.co.bastrop.tx.us/page/pur.Proposals>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFP. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iii. Acknowledgement of Addenda: The Proposers must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.

### 2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposers: The Proposer and the Proposer’s designated contact signing the first page of the Proposal.

County of Bastrop (“County”): The County of Bastrop, Texas.

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 1041 Lovers Lane, Bastrop,

Texas 78602. PH: (512) 581-7110; Fax: (512) 581-4228.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Bastrop County Purchasing Agent is Leon Scaife:

Phone: (512) 581-7110

E-Mail: [leon.scaife@co.bastrop.tx.us](mailto:leon.scaife@co.bastrop.tx.us)

Request for Proposal (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

### 3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposers has notified the County, in writing, that the Proposal contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Proposers shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Proposers in the course of the administration and performance of the Contract. This information shall be made accessible at Proposer's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.
- D. Application: These standard terms and conditions shall apply to all County of Bastrop (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Proposal, the Proposers agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Proposal opening.
- F. Legal Compliance: Proposers must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Proposers certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Proposal: The County reserves the right to refuse any and/or all parts of any and or/all Proposals and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment,

procurement or provisions of service.

- H. Estimated Quantities: If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.
- I. Independent Firm: Proposers agrees that Proposers and Proposer's employees and agents have no employer-employee relationship with County. Proposers agrees that if Proposers is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments: The rights and duties awarded the successful Proposers shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. Liens: Proposers shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Proposers, and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. Gratuities/Bribes: Proposers certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposers, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. Financial Participation: Proposers certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Proposals: The County desires to receive competitive Proposals but will declare any Proposal "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors: In the case of a discrepancy between the unit price and invoice price, the Proposal price (Price per installation of product) will prevail. The unit-based price of a Proposal that has been opened may not be changed for the purpose of correcting an error in the Proposal price.
- P. Identical Proposals: In the event two or more identical Proposals are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 262.027(b).
- Q. Withdrawal of Proposals: Proposer may withdraw any submitted Proposal prior to the Proposal submission deadline. Proposer may not withdraw once the proposals have been publicly opened, without the approval of the County's Purchasing Agent. Proposer will be allowed to withdraw proposals that contain substantial mathematical errors in extension. However, once a Proposal has been withdrawn, it can no longer be considered.
- R. Disqualification of Proposers: The County may disqualify Proposer, and their proposal not be considered, for any of the following reasons: Collusion among Proposer; Proposer's default on an existing or previous

contract with the County, including failure to deliver goods and/or services of the quality and price Proposal; Proposer's lack of financial stability; any factor concerning the Proposer's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Proposers involved in a current or pending lawsuit with the County; Proposer's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Proposer's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

- S. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFP at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for proposal if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.
- T. Outstanding Liabilities: Proposer shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposal will be considered non-responsive and not given further consideration if submitted by a Proposer with such outstanding liabilities.
- U. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. Solicitation Results: The County normally posts solicitation results on-line after proposals are received and approved in Commissioner's Court. The County's website is [www.co.bastrop.tx.us](http://www.co.bastrop.tx.us). Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work: Proposers shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Proposal. Proposers must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for Proposals. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Proposal: The cost of submitting a proposal shall be borne by the Proposer, and the County will not be liable for any costs incurred by a Proposers responding to this solicitation.
- Y. 2 CFR 200: Bastrop County follows the procurement standards in 2 CFR 200.317 – 2 CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. The entirety of 2 CFR 200 applies to Federally funded programs/projects and are agreed upon by the awarded

#### **4. RFP Withdrawals and/or Amendments**

- A. RFP Withdrawal: The County reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The County reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposer that

have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Proposers is responsible for incorporating any and all modifications and addendums into their Proposals.

## 5. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: Proposers shall submit one (1) original copy of materials that demonstrate their experience in performing a project of this scale and complexity. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix A and B.
- B. Submittal Deadline: The deadline for submittal of Proposal is 2:00PM (CST) October 2, 2025. It is the Proposer's responsibility to have the Proposal correctly marked and the hard-copy delivered to the Bastrop County Purchasing Office. No extensions will be granted, and no late proposals will be accepted.
- C. Proposals Received Late: Proposer are encouraged to submit their Proposal as soon as possible. The time and date of receipt as recorded in the Bastrop County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal: Any submitted Proposal may be withdrawn or a revised Proposal substituted if a written notice is submitted to the Bastrop County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Proposers or the Proposer's authorized agent, guaranteeing authenticity. Proposal cannot be altered, amended or withdrawn by the Proposers after the submittal deadline.
- E. Proposal Format: All proposals must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All proposals shall be mailed or hand delivered to Bastrop County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. Validity Period: Once the submittal deadline has passed, any Proposal shall constitute an irrevocable Proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal on the terms set forth in the Proposal, such Proposal to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

## 6. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Proposals, in accordance with Chapter 262 of the Texas Local Government Code and with the County's purchasing policy. Bastrop County will score all eligible respondents based on the proposal evaluation factors listed in Appendix A. A contract will be awarded to the most qualified proposer that meets all evaluation factors of this request for proposal and provides or meets all requirements set forth by Bastrop County in this RFP. The selected Proposers must NOT be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Proposer's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, County alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposers or waived by the County, such that the Proposal may be considered for award.

- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposers with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Unit based price Prices and Extensions: If unit based prices and their extensions do not coincide, the County may accept the price most beneficial to the County, and the Proposers will be bound thereby.
- F. Firm Prices: Unless otherwise stated in the specifications, Proposer's prices remain firm for 90 days from date of Proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of Proposal opening, the VENDOR and the County may mutually agree to extend the firm price period.
- G. Additional Information: County may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- H. Partial Contract Award: County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposer based on the unit prices proposed in response to this request, or to reject any and all proposals and re-solicit for proposals, as deemed to be in the best interest of County.
- I. Debarment: The selected Proposers must **NOT** be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Proposer's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

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## Appendix A – Scope of Services

### Project Title: RFP 25BCP10B - Heavy Haul Trailer

1. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Bastrop County Purchasing Agent, Leon Scaife through e-mail at [leon.scaife@co.bastrop.tx.us](mailto:leon.scaife@co.bastrop.tx.us)

2. **Bid Evaluation Factors:**

EVALUATION CRITERIA	MAXIMUM POINTS
Cost (Total cost to include all fees)	80
Delivery Time (lead time of order and delivery)	20

3. **Key Events Schedule:**

Proposal Release Date	September 17, 2025
Deadline for Submittal of Written Questions	5 PM, September 25, 2025
Sealed Proposals Due to and Opened by County	2PM, October 2, 2025
Anticipated Award Date	October 2025

4. **Scope of Services:**

**Project Overview:**

Bastrop County is in need of a 53ft (triple axle) heavy haul trailer with a load carrying capacity of 50 Tons. The trailer must have a full-width frame construction along with a hydraulic tail. The purpose of this trailer is to have the ability to haul multiple pieces of heavy/large equipment to and from construction sites, eliminating the need for multiple trailers. The requested trailer MUST be fully compliant with all DOT requirements.

### **REQUESTED TRAILER SPECIFICATIONS:**

STYLE:	Hydratail Trailer Perimeter Beam
TRAILER LENGTH:	53' long (requires 3 axles)
TRAILER WIDTH:	102" wide
AXLES:	Three (3) 25000lb axles w/Air Auto Lift Axle
MAIN DECK:	35' Main Deck
MINI DECK:	10' hydraulically tilted approach mini deck
DECK MATERIALS:	Apitong deck
TAIL:	8' Hydraulic tail with 5' fold under unfolds to 13' approach
CYLINDERS:	Multiple Hydraulic Cylinders for Tail Lift, Fold Outs, and Mini Deck
TRACTION:	Traction and Grouser Bars in center of tail and fold, perimeter of tail and fold, and around the perimeter of the wheel wells
KINGPIN:	2" Kingpin on 3/8" kingpin plate
WINCH:	20,000lb winch
HYDRAULIC CONTROLS:	Full function wireless remote

PAINT:	One solid color
CONSTRUCTION:	Front dual mounted hydraulic controls, two (2) side steps for trailer deck access painted safety yellow, alternating internal chain slots and external stake pockets, truck-lite LED sealed wiring harness lighting system, and swing-out loading lights on rear.

Bastrop County also request that the proposal for this 53ft heavy haul trailer be presented with any other options that the vendor offers. Pricing for options should be provided as a unit cost (per item). The proposal should also provide a timeframe of the manufacturer's warranty for the trailer and any additional options, as well as the unit cost for any extended warranties that may be offered.

#### 5. **Content of the Proposal.**

Qualified vendors must provide sample photos of the proposed trailer and a specification sheet showing all required trailer specifications listed above with the exact proposed price without State sales tax. The vendor may also provide a list of trailer options with a unit price listed for each option. Vendor should also include a delivery fee, should the requesting Bastrop County Department desire for the trailer to be delivered to Bastrop County.

If requested by the County, the Respondent must promptly provide the County with any additional information reasonably required by County to assist it in making a decision on the qualifications of the Respondent.

#### 6. **Selection Process.**

Bastrop County will score and rank all eligible respondents based on the selection criteria provided in Appendix A, Section 2 –Proposal Evaluation Factors. The County will base the award of a contract for the purchase of the requested trailer on the best value (combination of cost – 80% and lead time from order to delivery – 20%). The Bastrop County Commissioners' Court will make the final selection and award. The County has the right to reject any or all Responses.

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BID SHEET:	
RFP 25BCP10B - Heavy Haul Trailer	
DESCRIPTION:	LUMP SUM COST:
53ft (Triple axle) heavy haul trailer with a 35ft main deck and a 10ft hydraulically tilted approach mini deck. Full list of specifications is listed in Appendix A - section 4.	\$
ADDITIONAL TRAILER OPTIONS:	UNIT COST:
Delivery of trailer to Bastrop County	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
LEAD TIME FOR PICK UP OR DELIVERY:	DAYS:

## Appendix B – Proposal Verification

**Submittal Checklist:** (To determine validity of Proposal - any proposals received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFP)

- \_\_\_\_\_ Appendix A (Pages 9 through 11) must be included in the Proposal submittal.
- \_\_\_\_\_ Appendix B (Pages 12 through 18) must be completed, signed and included in the Proposal submittal.
- \_\_\_\_\_ Appendix C - Conflict of Interest Form (CIQ Form) (Page 19) must be completed, signed and included in the Proposal submittal.
- \_\_\_\_\_ Appendix E - HB 89 Verification Form (Page 24) must be completed, signed and included in the Proposal submittal.
- \_\_\_\_\_ Proof of Vendor's Ability to Meet the Insurance Requirements (Page 17).
- \_\_\_\_\_ Signed Addendum(s) (If any are issued by Owner).

**All Proposals submitted to Bastrop County shall include this page with the submitted Proposal.**

<b>RFP Number:</b>	<b>RFP 24BCP10B</b>		
<b>Project Title:</b>	<b>Heavy Haul Trailer</b>		
<b>Submittal Deadline:</b>	<b>2:00 P.M. (CST), October 2, 2025</b>		
<b>Submit hard-copies to:</b>	<b><u>MAIL:</u></b> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602	<b><u>HAND DELIVER:</u></b> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602	
<b>Proposers Information:</b>			
<b>Proposer's Legal Name:</b>			
<b>Address:</b>			
<b>City, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Proposer's Point of Contact:</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			
<b>Proposers Authorization</b>			
<p><b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposers.</b></p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

**I. CONTRACT AWARD INFORMATION:**

**A. Term of Contract**

Any contract resulting from this RFP shall be effective from the date that the Notice to Proceed is received by the Vendor and shall remain in effect for One calendar year. Upon mutual agreement between the Vendor and Bastrop County the awarded contract may be renewed for one calendar year up to four times. Total term of this contract may not exceed five years.

**B. Federal, State and/or Local Identification Information**

- 1) Centralized Master Proposer List registration number: \_\_\_\_\_
- 2) Prime VENDOR HUB / MWBE registration number: \_\_\_\_\_
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: \_\_\_\_\_
- 4) An individual Proposers acting as a sole proprietor must also enter the Proposer's Social Security Number:  
  
# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.

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

**1. Standard Terms and Conditions**

- A. Taxpayer Identification: Proposer must provide the County with a current W-9 before any goods or services can be procured from the Proposers.
- B. Governing Law and Venue: All Proposal submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for proposal, or any resulting contract shall be brought before an appropriate court located in the Bastrop County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.]202

- D. Termination for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:
- i. The successful Proposers fails to perform in accordance with the provisions of these specifications; or
  - ii. The successful Proposers violates any of the provisions of these specifications; or
  - iii. The successful Proposers disregards laws or regulations of any public body having jurisdiction; or
  - iv. The successful Proposers transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
  - v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may, terminate the contract by giving the successful Proposers seven (7) Calendar days written notice. In such case, the successful Proposers shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposers shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi. When the contract has been so terminated by the County, such termination shall not affect any rights or remedies of the County then existing, or which may thereafter accrue.

A "Termination for Cause" clause will be added to selected Proposer's contract with Bastrop County.

- E. Termination for Convenience: This contract may be cancelled or terminated at any time by giving VENDOR thirty (30) days written notice. VENDOR may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Proposer's contract with Bastrop County.

- F. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Bastrop County.

- G. Domestic preferences for procurements:

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
  1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184. [85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

- H. Procurement of recovered materials:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Debarment and Suspension (Executive Orders 12549 and 12689):

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. Affirmative Action/EOE: Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Bastrop County Section 3 Resolution. During the performance of an awarded contract, the VENDOR agrees as follows:

1. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTING FIRM, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The VENDOR will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTING FIRM's legal duty to furnish information.
4. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTING FIRM's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the VENDOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the VENDOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The VENDOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or VENDOR. The VENDOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a VENDOR becomes involved in or is threatened with litigation with a subcontractor or VENDOR as a result of such direction by the administering agency the VENDOR may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of VENDORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
11. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a VENDOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONSULTING FIRMS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to



the Department of Justice for appropriate legal proceedings.

12. Subcontracts. Each nonexempt prime VENDOR or subcontractor shall include the equal opportunity clause 1n each of its nonexempt subcontracts.

- K. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. Pay applications must be submitted to the Bastrop County for approval and processing for payment. Bastrop County will pay approved invoices based on percentage of completion at the time of pay application submission pending verification from Bastrop County. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFP. This price is full compensation for all task listed in the Proposal submitted by the VENDOR and must include all necessary fees, charges and bonds needed to complete this work. Bastrop County will NOT pay any fees to the VENDOR other than the agreed upon Proposal price.
- L. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- M. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Proposer's invoice, they will not be paid.
- N. Insurance: The Proposers, consistent with its status as an independent CONSULTING FIRM, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
  3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the CONSULTING FIRM, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

VENDOR shall submit proof to Bastrop County that said VENDOR has the ability to meet all insurance requirements listed above.

- S. Indemnification: Proposers agrees to defend, indemnify and hold harmless the County of Bastrop, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Proposers, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Proposers and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to

the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**IN SUBMITTING A RESPONSE TO THIS RFP, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP. THE PERSON SIGNING ON BEHALF OF PROPOSERS CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE PROPOSAL ON BEHALF OF THE PROPOSERS AND TO BIND THE PROPOSERS TO ANY RESULTING CONTRACT**

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SET FORTH IN THIS REQUEST FOR PROPOSALS:**

\_\_\_\_\_  
Authorized Signatory:

\_\_\_\_\_  
Name of Company:

\_\_\_\_\_  
Date:

**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.

## APPENDIX D

### Implementation of House Bill 1295

#### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

#### **Changed or Amended Contracts:**

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

#### **Filing Process:**

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

#### **Acknowledgement by State Agency or Governmental Entity:**

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

### Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

#### **What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

**Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?**

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

**Will my date of birth and address appear on the TEC’s website when I file the form?**

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available [here](#)).

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

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.

**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.

4 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 is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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**

House Bill 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Bastrop County, Texas.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE