

January 10, 2023

To All Interested Parties:

RE: Proposed Contract Funding for the *2023-2024 Texas Community Development Fund*

Attached is a copy of Bastrop County's Request for Qualifications for Engineering Services associated with Application Preparation and Project Implementation for Bastrop County Sewer System Improvement Project. These services are being solicited to assist the County in its application and project implementation of a contract, if awarded, from the *2023-2024 Texas Community Development Fund* of the Texas Community Development Block Grant Program of the Texas Department of Agriculture (TDA). The County will be applying for funding for an infrastructure improvement project within Bastrop County.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. **All respondents must be registered with SAM.gov.**

Please mail OR hand deliver four (4) hard copies and one (1) electronic copy of your statement of qualifications to:

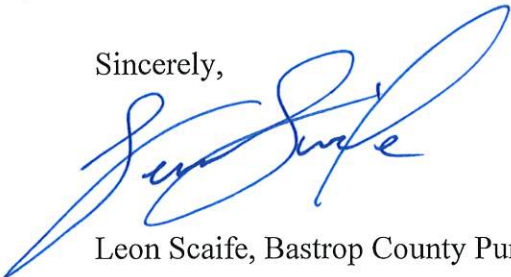
Bastrop County Purchasing
Attn: Leon Scaife
803 Pine Street
Bastrop, Texas 78602

The deadline for submission of proposals is 2:00 PM, January 26, 2023.

Bastrop County reserves the right to negotiate with all persons or firms submitting statements of qualifications, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards

Bastrop County is an Affirmative Action/Equal Opportunity Employer.

Sincerely,



Leon Scaife, Bastrop County Purchasing Agent



Bastrop County

REQUEST FOR QUALIFICATIONS

Statement of Qualification Reference Number: RFQ 22BCP10F

Project Title: Engineering Services associated with Application Preparation and Project Implementation for Bastrop County Sewer System Improvement Project

Statement of Qualification Closing Date: 2 :00 P.M. (CST), January 26, 2023

Table of Contents.....Page 2

Request for Qualifications

(1) Introduction.....Page 3
(2) Definitions.....Page 4
(3) General Information.....Page 4
(4) RFQ Withdrawals and/or Amendments.....Page 7
(5) Statement of Qualification Submittal Requirements.....Page 7
(6) Statement of Qualification Evaluation and Contract Award.....Page 7

Appendix A – Scope of Services

(1) Project TitlePage 10
(2) Scope of Services ContactPage 10
(3) Statement of Qualification Evaluation FactorsPage 10
(4) Additional Submittal Requirements.....Page 10
(5) Key Events Schedule.....Page 10
(6) Scope of ServicesPage 11

Appendix B – Statement of Qualification

Statement of Qualification Verification.....Page 12

I Required Statement of Qualification Information

(1) Proposed ProductPage 13
(2) Cost of Proposed ProductPage 13
(3) Term of ContractPage 13
(4) Proposer’s Experience / StaffPage 13
(5) ReferencesPage 14
(6) Trade Secrets and/or Confidential Information.....Page 16
(7) Federal, State and/or Local Identification InformationPage 16

II Contract Terms and Conditions

(1) Standard Terms and Conditions.....Page 16
(2) Delivery of Products and/or Services.....Page 18
(3) Financial Responsibility ProvisionsPage 19
(4) Indemnification.....Page 19

RFQ Acknowledgement Form.....Page 20

Appendix C – Form CIQPage 21

Appendix D – Certificate of Interested Parties (Form 1295).....Page 23

Appendix E – HB 89 Verification Form.....Page 26

Appendix F – Bastrop County Section 3 Resolution.....Page 27

Appendix G – Anti-Lobbying Certification.....Page 31

Bastrop County

Request for Qualifications

1. Introduction

- A. Project Overview: Bastrop County is requesting Qualifications with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFQ Clarifications: All questions related to requirements, processes or scope of work for this RFQ should be submitted in writing to the Purchasing Manager identified in section 2 below.
- ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum and will be uploaded to the Bastrop County website (<http://www.co.bastrop.tx.us/page/pur.bids>). All such addenda issued by Bastrop County prior to the submittal deadline shall be considered part of the RFQ. 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 Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Statement of Qualification.
- 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 RFQ. 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). 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.
- G. Texas Senate Bill 13 (Sb 13): Energy Company Boycotts: If contractor is required to make a verification pursuant to section 2274.002 of the Texas Government Code, contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If contractor does not make that verification, contractor must so indicate in its response and state why the certification is not required.
- H. Texas Senate Bill 19 (Sb 19): Firearm Entities And Trade Associations Discrimination: If contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If contractor does not make that verification,

contractor must so indicate in its Response and state why the verification is not required.

- I. 2 CFR 200: In accordance with PART 200 of the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Bastrop County follows the procurement standards in the Code of Federal Regulations of 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds.

2. Definitions

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

Proposer: The Proposer and the Proposer’s designated contact signing the first page of the Statement of Qualification.

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

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 803 Pine Street, Room 101, Bastrop County 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 Manager: Bastrop County Purchasing Agent is Leon Scaife, Phone: (512) 581-7110, E-Mail: leon.scaife@co.bastrop.tx.us

Request for Qualifications (RFQ): 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 Statement of Qualification. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Information: 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 information. Statement of Qualifications/Proposals/Statements of Qualifications are not available for public inspection until after the contract award. If the respondent has notified the County, in writing, that the Statement of Qualifications/Proposals/Statements 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: Respondent 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 Respondent in the course of the administration and performance of the Contract. This information shall be made accessible at Respondent’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 Statement of Qualification, the respondent 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 contract price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Statement of Qualification opening.
- F. Legal Compliance: Respondent 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. Respondent 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 Statement of Qualification: The County reserves the right to refuse any and/or all parts of any and or/all Statement of Qualifications 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 history and anticipated purchases.
- I. Independent Contractor: Respondent agrees that Respondent and Respondent's employees and agents have no employer-employee relationship with County. Respondent agrees that if Respondent 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 Respondent 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: Respondent 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 Respondent or Respondent's vendor(s), 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: Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Respondent, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFQ 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: Respondent certifies that it has not received compensation from the County to participate in preparing the specifications or RFQ on which the Statement of Qualification is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Statement of Qualifications: The County desires to receive competitive Statement of Qualifications, but will declare any Statement of Qualifications "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.

- O. Discrepancies and Errors: The lump sum price of a Statement of Qualification that has been opened may not be changed for the purpose of correcting an error in the Statement of Qualification price.
- P. Identical Statement of Qualifications: In the event two or more identical Statement of Qualifications are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- Q. Withdrawal of Statement of Qualifications: Respondents may withdraw any submitted Statement of Qualifications prior to the Statement of Qualification submission deadline. Respondents may not withdraw once the Statement of Qualifications have been publicly opened, without the approval of the County's Purchasing Agent. Respondents will be allowed to withdraw Statement of Qualifications that contain substantial mathematical errors in extension. However, once a Statement of Qualification has been withdrawn, it can no longer be considered.
- R. Disqualification of Respondent: The County may disqualify Respondents, and their Statement of Qualifications not be considered, for any of the following reasons: Collusion among Respondents; Respondent's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price Statement of Qualification; Respondent's lack of financial stability; any factor concerning the Respondent's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Respondent involved in a current or pending lawsuit with the County; Respondent's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Respondent'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 RFQ at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ and may consider submissions not made in compliance with this request for Statement of Qualifications 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 Statement of Qualifications.
- T. Outstanding Liabilities: Respondents 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. Statement of Qualifications will be considered non-responsive and not given further consideration if submitted by a Respondent 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 Statement of Qualifications are received and approved in Commissioner's Court. The County's website is 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: Respondent shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Statement of Qualification. Respondent must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for Statement of Qualifications. 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 Statement of Qualification: The cost of submitting a Statement of Qualifications shall be borne by the Respondent, and the County will not be liable for any costs incurred by a Respondent responding to this solicitation.

4. **RFQ Withdrawals and/or Amendments**

- A. RFQ Withdrawal: The County reserves the right to withdraw this RFQ for any reason.
- B. RFQ Amendments: The County reserves the right to amend any aspect of this RFQ by formal written Addendum prior to the Statement of Qualification submittal deadline and will endeavor to notify all potential Proposers 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. Proposer is responsible for incorporating any and all modifications and addendums into their Qualifications. All addendums will be posted on the Bastrop County website where this RFQ is posted (<http://www.co.bastrop.tx.us/page/pur.bids>).

5. **Statement of Qualification Submittal Requirements**

- A. Submittal Packet – Required Content: Proposer shall submit 4 hard-copies and 1 electronic copy, the Proposer must submit one (1) signed original Statement of Qualification and three (3) copies. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Statement of Qualification (Page 12-20).
- B. Submittal Deadline: The deadline for submittal of Statement of Qualifications is 2:00PM (CST) January 26, 2023. It is the Proposer’s responsibility to have the Statement of Qualification correctly marked and hard-copies delivered to the Bastrop County Purchasing Office. **No extensions will be granted and no late Statements of Qualifications will be accepted.**
- C. Statements of Qualifications Received Late: Proposers are encouraged to submit their Statements of Qualifications 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 Statements of Qualifications will not be considered under any circumstances.**
- D. Alterations or Withdrawals of Statement of Qualification: Any submitted Statement of Qualification may be withdrawn or a revised Statement of Qualification 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 Proposer or the Proposer’s authorized agent, guaranteeing authenticity. Statements of Qualifications cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- E. Statement of Qualification Format: All Statements of Qualifications must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, using one side of the paper only. Statements of Qualifications should be kept to a maximum length of 12 pages exclusive of the cover letter. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Qualifications 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 Statement of Qualification submitted shall constitute an irrevocable agreement to provide the commodities and/or services set forth in the Scope of Services on the terms set forth in the Statement of Qualification, such Statement of Qualification 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. **Statement of Qualification Evaluation and Contract Award**

- A. Statement of Qualification Evaluation and Contract Award Process: An award of a contract to provide

the goods or services specified herein will be made using sealed Statements of Qualifications, in accordance with Chapter 2254 of the Texas Local Government Code and with the County's purchasing policy. The County will evaluate all Statements of Qualifications to determine which proposers are the most highly qualified provider for the award of a contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The County will attempt to negotiate with that provider a contract at a fair and reasonable price. The County may, at its option, conduct discussions with or accept Statement of Qualification revisions from any reasonably qualified proposer. The County reserves the right to determine which proposer will be most advantageous to the County.

- B. Completeness: If the Statement of Qualification is incomplete or otherwise fails to conform to the requirements of the RFQ, County alone will determine whether the variance is so significant as to render the Statement of Qualification non-responsive, or whether the variance may be cured by the Proposer or waived by the County, such that the Statement of Qualification may be considered for award.
- C. Ambiguity: Any ambiguity in the Statement of Qualification as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFQ requirements and details provided in Appendix A – Scope of Services or Appendix B – Statement of Qualification, 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. Additional Information: County may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFQ.
- F. Partial Contract Award: County reserves the right to award one contract for some or all of the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers, or to reject any and/or all Statements of Qualifications and re-solicit for Statements of Qualifications, as deemed to be in the best interest of County.
- G. Debarment: The selected proposer 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.
- H. Termination for Cause: The occurrence of any one or more of the following events will justify termination of an awarded contract by the County for cause:
 - i) The successful proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful proposer violates any of the provisions of these specifications; or
 - iii) The successful proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful proposer 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 proposer seven (7) Calendar days written notice. In such case, the successful proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful proposer 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 proposers contract with Bastrop County.

- I. Termination for Convenience: An awarded 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 proposers contract with Bastrop County.

- J. Mediation: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

- K. 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.

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Appendix A – Scope of Services

1. **Project Title:** Engineering Services associated with Application Preparation and Project Implementation for Bastrop County Sewer System Improvement Project

2. **Scope of Services Contact:**

Questions about the technical nature of the Scope of Services, etc. may be directed to Leon Scaife through e-mail at leon.scaife@co.bastrop.tx.us

3. **Statement of Qualification Evaluation Factors:**

The County will determine, in its sole discretion, the Respondent or Respondents that are best qualified to perform the required services, based on the following criteria:

MAX	EVALUATION CRITERIA
15	Firm has previously designed this type of project
20	Firm has worked on federally funded construction projects
15	Firm has worked on projects that were located in this general region
10	Extent of experience in project construction management
10	Past projects completed on schedule
5	Manages projects within budgetary constraints
10	Work product is of high quality
5	Staff Level / Experience of Staff
5	References (page 14)
5	Professional liability insurance is in force

4. **Additional Submittal Requirements:**

- Cover letter.
- Company Information: Provide a brief company background, including date founded, company size, locations, current client roster, etc.
- Project Statement: Describe the applicant's understanding of the goals and objectives, as well as the approach and philosophy regarding the project.
- Proposed Project Team Members: Include a description of the organization, an organizational chart, and the primary role and responsibility of each team member. Clearly designate the team leader for this project and the responsibilities of other contributing members.
- Individual Experience: Include information on the background (Educational and Work History) of key members and detail their specific contributions to past projects, as it relates to this project.
- Specific Project Experience: Provide examples of similar projects which were successfully executed.
- Quality Assurance: Provide agency quality assurance procedures and processes applied to ensure desired results.
- Additional information may be provided to support proposer's ability to complete this type of project.

5. **Key Events Schedule:**

Statement of Qualification Release Date	January 11, 2023
Deadline for Submittal of Written Questions	5 PM, January 20, 2023
Sealed Qualifications Due to and Opened by County	2PM, January 26, 2023

6. **Scope of Services:**

Project Overview:

Bastrop County has a need for an engineer registered to practice in the State of Texas to perform professional engineering services required for the construction of wastewater collection facilities within the Stony Point subdivision of Bastrop County. This project is based on the application writing and approval of grant funds for the 2023-2024 Texas Community Development Fund of the Texas Community Development Block Grant Program of the Texas Department of Agriculture (TDA). The selected firm shall have experience in the following areas:

- Municipal construction including but not limited to water and wastewater projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state

As such, please provide within your Statement of Qualification a list of past local government clients, as well as resumes of all Engineers that will or may be assigned to this project if you receive the Engineering services contract award.

The selected firm will complete the following scopes of work (Depending upon funding).

Scope of Work #1: The Engineering contract will include the development/preparation of a Table 2 (cost estimate), project map and certification documents for the County's TDA application.

Scope of Work #2: With funding of project, the Engineering contract will encompass all project-related engineering/architectural/surveying services to Bastrop County, including but not limited to the following:

- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

The specific project will be developed as part of the application which will include a water and/or wastewater improvement project.

Bastrop County does not anticipate the acquisition of any property and therefore there is no requirement for these services.

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Appendix B – Statement of Qualification Verification

Submittal Checklist: (To determine validity of Statement of Qualification)

- Statement of Qualification (Maximum of 12 pages)
- Appendix B (Pages 12 through 20 of this RFQ) must be submitted with the Statement of Qualification.
- Appendix C - Conflict of Interest Form (CIQ Form) (Page 21) must be submitted with the Statement of Qualification.
- Appendix E - HB 89 Verification Form (Page 24) must be submitted with the Statement of Qualification.
- Appendix G – Anti-Lobbying Certification (Page 31) must be submitted with the Statement of Qualification.
- Signed Addendum(s) (If any are issued by Owner)

All Qualifications submitted to Bastrop County shall include this page with the submitted Statement of Qualification.

RFO Number:	RFQ 22BCP10F		
Project Title:	Engineering Services associated with Application Preparation and Project Implementation for Bastrop County Sewer System		
Submittal Deadline:	2:00 P.M. (CST), JANUARY 26, 2023		
Submit hard-copies to:	<u>MAIL:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 804 Pecan Street Bastrop Texas, 78602	<u>HAND DELIVER:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 803 Pine Street, Room 101 Bastrop Texas, 78602	
	Proposer Information:		
Proposer's (Firm) Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Proposer's Point of Contact:			
Phone Number:		Fax Number:	
E-Mail Address:			
Proposer Authorization			
<p>I, the undersigned, have the authority to execute this Statement of Qualification in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

Appendix B – Statement of Qualification (continued)

I. **REQUIRED STATEMENT OF QUALIFICATION INFORMATION. IN ORDER FOR A STATEMENT OF QUALIFICATION TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE COUNTY, PROPOSER MUST READ, SIGN AND SUBMIT APPENDIX B:**

1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the County in order to fully utilize the goods and/or services proposed.

2. **Cost of Proposed Products and/or Services**

- A. Cost of Statement of Qualification: The cost of submitting SOQs shall be borne by the proposer, and the County will not be liable for any costs incurred by a proposer responding to this solicitation.
- B. Pricing: Pricing will be negotiated with the selected Professional Engineering Firm and all pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, overhead, and profit. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation. For costs of architectural/engineering (A/E) professional services that will exceed \$50,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Grant Recipient to determine fair and reasonable compensation.
- C. Firm Prices: Unless otherwise stated in the specifications, proposer's prices remain firm for 90 days from date of fee negotiations and acceptance and, upon award, remain in effect for the contract period specified in the solicitation.

3. **Term of Contract**

Any contract resulting from this RFQ shall be effective for the duration of the project to include the application writing/submission and the potential award phase for construction until project closeout of all task and required grant paperwork.

4. **Proposer's Experience / Staff**

- A. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by County prior to joining the project.
- B. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the

principals, if different than present, must be provided;

State the number of years of experience the business has and the number of employees the business has.

- C. Project Related Experience: All Qualifications must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.
- D. Control of The Work: Proposer shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in Appendix A of this request for Statement of Qualification. Proposer must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for Qualifications. 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.

5. References

Proposer shall provide Five (5) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #5:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This Statement of Qualification **(does) (does not)** contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer’s Social Security Number: # _____ - _____ - _____.

II. CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED STATEMENT OF QUALIFICATION, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A STATEMENT OF QUALIFICATION:

1. Standard Terms and Conditions

A. 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.

B. Requirements: By submitting a Statement of Qualification, the respondent 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 Statement of Qualification price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Statement of Qualification opening.

C. Legal Compliance: Proposer 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.

D. Right to Refuse Statement of Qualification: The County reserves the right to refuse any and/or all parts of any and or/all Qualifications 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.

E. 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.

F. Independent Contractor: Proposer agrees that Proposer and Proposer’s employees and agents have no employer-employee relationship with County. Proposer agrees that if Proposer 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.

- G. Assignments: The rights and duties awarded the successful Proposer 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.
- H. Liens: Proposer 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 Proposer or Proposer's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- I. Gratuities/Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFQ 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
- J. Financial Participation: Proposer certifies that it has not received compensation from the County to participate in preparing the specifications or RFQ on which the Statement of Qualification is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- K. Required Licenses: Proposer 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.
- L. Authority to Submit Statement of Qualification and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Statement of Qualification on behalf of the Proposer and to bind the Proposer to any resulting contract.
- M. Interpretation of Solicitation Documents: 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 Statement of Qualification, of any portion of the Statement of Qualification documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
- N. Minor Irregularities: The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Qualifications.
- O. Responsiveness of Qualifications: The County desires to receive competitive Qualifications, but will declare any Qualifications "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- P. Discrepancies and Errors: In the case of a discrepancy between the unit price and the extended total for a Statement of Qualification item, the unit price will prevail. The unit prices of Qualifications that have been opened may not be changed for the purpose of correcting an error in the Statement of Qualification price.
- Q. Withdrawal of Qualifications: Proposers may withdraw any submitted Qualifications prior to the Statement of Qualification submission deadline. Proposers may not withdraw once the Qualifications have been publicly opened, without the approval of the County's Purchasing Agent. However, once a Statement of Qualification has been withdrawn, it can no longer be considered.
- R. Disqualification of Proposer: The County may disqualify proposers, and their Statements of Qualifications not be considered, for any of the following reasons: Collusion among proposers; 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 Statement of Qualification; 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; proposer 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 RFQ at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ and may consider submissions not made in compliance with this request for Qualifications if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.
- T. Taxpayer Identification: Selected proposer must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" after an award of a contract and before goods or services can be procured from the proposer.
- U. Outstanding Liabilities: Proposers 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. Qualifications will be considered non-responsive and not given further consideration if submitted by a proposer with such outstanding liabilities.
- V. 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.
- W. Governing Law and Venue: All Qualifications 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 Qualifications or any resulting contract shall be brought before an appropriate court located in Bastrop County.
- X. Solicitation Results: The County normally posts solicitation results on-line after Qualifications are received and approved in Commissioner's Court. The County's website is 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.

2. **Delivery of Products and/or Services**

- A. 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.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Statement of Qualification, to the satisfaction of County and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the County shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title

and risk of loss of the goods shall not pass to County until County actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

3. **Financial Responsibility Provisions**

- A. **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.
- B. **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.
- C. **Insurance:** The Proposer, consistent with its status as an independent contractor, 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:
 - i. 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;
 - ii. 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;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

4. **Indemnification**

Proposer 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 proposer, 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 proposer 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 RFQ, 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 RFQ, INCLUDING, THE ADMINISTRATION OF THE RFQ, 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 STATEMENT OF QUALIFICATION CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFQ.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR QUALIFICATIONS:

Authorized Signatory for Contractor:

Name of Company:

Date:

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

APPENDIX E

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

RESOLUTION

AN AMENDMENT TO A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS DATED APRIL 22, 2013 AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that Bastrop County ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and Community Development Programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons, and

WHEREAS; the County of Bastrop has been grant funded for various projects under the Texas Community Development Block Grant Program (CDBG), and

WHEREAS; the County of Bastrop is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a CDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents, and

WHEREAS; the County of Bastrop will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS:

1. The COMMISSIONERS' COURT has reviewed and hereby agrees to Implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the CDBG program/project is being carried out.
2. The COMMISSIONERS' COURT hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.
3. The COMMISSIONERS' COURT hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal

Opportunity/Fair Housing Officer.

4. The COMMISSIONERS COURT hereby delegates to the County Judge the authority to implement measures that comply with the Section 3 goals and to assign duties for carrying out these measures to County personnel and/or third party consultant(s).
5. The COMMISSIONERS' COURT hereby agrees that the County will Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: public notices; bidding advertisements and bid documents; local advertising media including public signage; and Including Section 3 clauses In all CDBG solicitations and contracts.
6. The COMMISSIONERS' COURT hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
7. The COMMISSIONERS' COURT hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
8. The COMMISSIONERS' COURT hereby agrees to require that all Prime contractors and subcontractors on CDBG projects commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Bastrop County.
9. The COMMISSIONERS' COURT hereby agrees to submit reports as required by the CDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
10. The COMMISSIONERS' COURT hereby agrees to maintain records for the CDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.
11. The COMMISSIONERS COURT hereby orders that the following procedures will be implemented to assure compliance with the intent of this Resolution:
 - a. The County Judge will appoint one or more county employees to coordinate the Section 3 responsibilities for compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects. The County may also engage the services of third party consultants to assist.
 - b. Preference shall be awarded to Section 3 Business Concerns according to the following system:

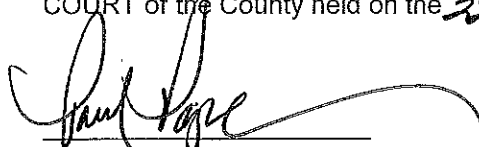
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher than the lowest bid from any qualified source. If no bid by a qualified Section 3 Business Concern is within 10 percent of the lowest bid from any qualified source, then any contract award shall be made to the source with the lowest bid.
 - 2) Where the Section 3 Covered Contract is to be awarded based on factors in addition to price, a request for proposals shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each response. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the award to respondents who have demonstrated a commitment to meet Section 3 requirements set out below in Section 11 c. If an award is made, the contract shall be awarded to the responsible firm whose proposal provides the best value to the County, considering price and all other factors specified in the rating system.
- c. In responding to a solicitation (Request for Bids, Request for Proposals, etc.) for a Section 3 covered contract, all contractors and subcontractors are required to comply with the Bastrop County Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals. The Section 3 requirements also apply to contracts with consultants for a Section 3 covered contract.
 - d. All general contractors and/or sub-contractors shall set a goal that 30 percent of new hires will be Section 3 residents. Contractors should provide job opportunities for skilled and unskilled workers. All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and Bastrop County.
 - e. Bastrop County will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.
 - f. The contractor and or sub-contractor shall submit monthly

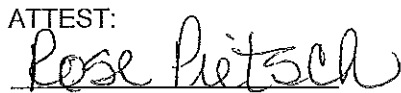
reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these policies.

- g. The contractor and/or subcontractor shall submit weekly-certified payroll reports to Bastrop County. This report shall be submitted weekly and clearly identify Section 3 Hires.
- h. Bastrop County or its consultant will conduct periodic site visits to the worksite. The Coordinator shall visibly notice each Section 3 hire on site. The general contractor will sign a monitoring form verifying that a Section 3 worker is present.
- i. Complaints regarding the County's Section 3 Program must be submitted in writing. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation. Bastrop County will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint, and a written determination will be issued within 30 days after the filing of the complaint. Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

As officers and representatives of the County of Bastrop, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the COMMISSIONERS' COURT of the County held on the 22nd day of June 2015.


Paul Pape, County Judge

ATTEST:

Rose Pietsch, County Clerk

APPENDIX G

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions In accordance with the 31 U.S.C. 1352:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(Firm Name)

(Signature)

(Print Name)

(Print Title)

(Date Certified)

NOTE: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c} _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)