



Bastrop County

REQUEST FOR QUALIFICATIONS

Statement of Qualification Reference Number: RFQ 26BCP03D

Project Title: Professional Engineering Services - Acoustical Analysis for Solar Energy Facility

Statement of Qualification Closing Date: 2 :00 P.M. (CST), April 10, 2026

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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 engineering 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 Agent 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 Respondent 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:

Respondents 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 for 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 the contractor does not make that verification, the contractor must 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 the contractor does not make that verification, the 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.

Respondent:

The Respondent and the Respondent'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 1501 Business Park Drive, 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 Agent:

Bastrop County Purchasing Agent is Leon Scaife, Phone: (512) 581-7110, E-Mail: purchasing@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 Qualifications:

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 RFQ information. 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 Qualification contains trade secrets or confidential information, the

County will 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. 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.

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 Respondents 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. Respondent 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:

Respondent shall submit 4 hard-copies and 1 electronic copy; the Respondent 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 13-24).

B. Submittal Deadline:

The deadline for the submittal of Statement of Qualifications is 2:00PM (CST) March 6, 2025. It is the Respondent'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:

Respondents 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 amendments made before the submittal deadline, must be signed or initialed by the Respondent or the Respondent's authorized agent, guaranteeing authenticity. Statements of Qualifications cannot be altered, amended or withdrawn by the Respondent 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. Firms shall submit Appendix A, Appendix B and all required forms in addition to the statement of qualification.

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.

G. Taxpayer Identification:

Selected respondent 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 respondent.

H. 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 and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Statement of Qualification opening.

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 respondents 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 respondent. The County reserves the right to determine which respondent 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 Respondent 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 Respondent 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 Respondent'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 Respondents, 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 respondent must NOT be debarred from any federal and/or state agency and Bastrop County will conduct a review of the respondent's status on SAM.Gov. The Bastrop County Commissioner's Court will make the final selection and award. The County has the right to reject any and/or all Responses.
- H. Right to Reject Statement of Qualification:
The County reserves the right to reject 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.
- I. Authority to Submit Statement of Qualification and Enter Contract:
The person signing the Statement of Qualification certifies that the signer has authority to submit a statement of qualification and has the authority to bind the Respondent to any resulting contract.
- J. 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. Respondents 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.
- K. Minor Irregularities:
The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Qualifications.
- L. 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.
- M. Withdrawal of Qualifications:
Respondents may withdraw any submitted Qualifications prior to the Statement of Qualification submission deadline. Respondents 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.
- N. Disqualification of Respondent:
The County may disqualify respondents, and their Statements 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.

O. 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.

P. 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.

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Appendix A – Scope of Services

1. Project Title:

Professional Engineering Services – Acoustical Analysis for Solar Energy Facility

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 purchasing@co.bastrop.tx.us

3. Key Events Schedule:

Statement of Qualification Release Date	March 18, 2026
Deadline for Submittal of Written Questions	5 PM, April 2, 2026
Sealed Qualifications Due to and Opened by County	2PM, April 10, 2026
Anticipated Committee Evaluation Review Date	Week of April 20, 2026
Anticipated Award Date	May 2026

4. Project Description:

The County seeks to engage a qualified engineering firm with demonstrated expertise in acoustical engineering and environmental noise analysis to perform a sound measurement study at parcel lines along properties adjacent to the Big Star Solar facility in Rosanky, Texas within Bastrop County, Texas. Services include sound monitoring and report preparation. The Engineer should monitor sound levels at a minimum six locations along the property line of adjacent to the Big Star Solar farm. Bastrop County will provide right-of-entry access for any private properties and a list of up to five adjacent properties where sound monitoring is required. The engineer will place individual sound meters at each identified and approved location, to monitor and record sound levels for a 24-hour period. Each sound meter will be calibrated prior to each measurement. Sound measurements will occur when the weather is clear, dry and wind speed is less than 12 mph.

The selected firm shall:

- Complete pre-field activities by collecting Geographical Information System (GIS) data and maps for measurement locations.
- Prepare a draft and final measurement site map graphic showing potential measurement locations and a methodology writeup discussing duration, constraints and meter setup for County approval.
- Complete field sound measurements by traveling to the project site, setting up meters, calibrating the equipment, taking field photos, and filling out data sheets.
- Complete post-field activities by revising GIS data as needed, processing field photos and finalizing data forms.

The County should provide the Engineer with:

- Up to 5 right of entry letters
- A list of up to six adjacent properties that require sound monitoring

5. Deliverables

- One draft sound monitoring report including sound measurements and exhibits displaying project location and results
- One final sound monitoring report revised per one round of County comments

The Engineer should prepare a report that includes the sound levels collected along the property line adjacent to the Big Star Facility as requested by the County. The report will include high-quality maps and exhibits, and will summarize the underlying data and reference it appropriately to support the discussion in the sound monitoring report. The report would include photographs and graphics that clearly depict details relevant to this assignment.

6. 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 POINT:	EVALUATION CRITERIA:
30	Relevant experiences with acoustical engineering studies 30 Demonstrable recent successful firm experience in providing the services requested for similar HMGP projects
25	Qualifications and experience of proposed project team
20	Experience with renewable energy or infrastructure projects
15	Technical approach and understanding of project requirements
10	References (minimum of 5 required by RFQ – Space provided in Appendix B, Page 13)

7. Submittal Requirements:

- Statement of Qualification shall not exceed 20 single sided pages. The page limitation **does not** include the submission of Appendix A, B or the required forms listed on Appendix B. The page limitation (20 single sided pages) does include the submission of staff qualifications and/or resumes.
- Company Information: Provide a brief company background, including date founded, company size, locations, current client roster, etc.
- Project Implementation / Timeline:
- Project Statement: Describe the applicant's understanding of the goals and objectives, as well as the approach and philosophy regarding the project. Describe the firm's approach for completing the acoustical analysis including modeling methods and measurement techniques.
- 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 quality assurance procedures and processes applied to ensure desired results.
- References: At least Five (5) client references for similar projects completed within the past five years. Include the name, email address and telephone number of the contact person. List of services provided to each client.
- Additional information may be provided to support respondents' ability to complete this type of project.

Appendix B – Statement of Qualification Verification

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

_____ Appendix A (Pages 9 through 10) must be included in the Statement of Qualification submittal

- _____ Appendix B (Pages 11 through 21) must be included in the Statement of Qualification submittal
- _____ Appendix C - Conflict of Interest Form (CIQ Form) (Page 22) must be included in the Statement of Qualification submittal.
- _____ Appendix E - HB 89 Verification Form (Page 30) must be included in the Statement of Qualification submittal.

All Qualifications submitted to Bastrop County shall include this page with the submitted Statement of Qualification.		
RFQ Number:	RFQ 26BCP03D	
Project Title:	Professional Engineering Services – Acoustical Analysis for Solar Energy Facility	
Submittal Deadline:	2:00 P.M. (CST), April 10, 2026	
Submit hard-copies to:	<u>MAIL:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602	<u>HAND DELIVER:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602
Respondent Information:		
Firm's Legal Name:		
Address:		
City, State & Zip		
Federal Employers Identification Number #		
Firm's Point of Contact:		
Phone Number:		Fax Number:
E-Mail Address:		
Respondent 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 Respondent.</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, RESPONDENT MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. Product or Service Description: Respondents 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: Respondents 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.
- C. Project Schedule/Delivery Date: Respondent should review the project schedule provided in Appendix A and should list any issues that they foresee with this project schedule.

2. Cost of Proposed Products and/or Services

- A. Cost of Statement of Qualification: The cost of submitting 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.
- 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 costs for delivery, labor, insurance, overhead, and profit.
- C. Firm Prices: Unless otherwise stated in the specifications, respondent'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 any and all tasks required to complete the requested work by Bastrop County and the successful completion of the required analysis report that shall be delivered to Bastrop County.

4. Respondent's Experience / Staff

- A. Project Team: Identify all members of the Respondent's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. 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.
- C. Business Establishment: State the number of years the Respondent's business has been established and operating. If Respondent'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.

D. Project Related Experience: All Qualifications must include detailed information that details the Respondent's experience and expertise in providing the requested services that demonstrates the Respondent's ability to logically plan and complete the requested project.

E. Control of The Work: Respondent 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. Respondent 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

Respondent shall provide Five (5) references where Respondent 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 Respondent acting as a sole proprietor must also enter the Respondent's Social Security Number: # _____ - _____ - _____.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN THE SUBMITTED STATEMENT OF QUALIFICATION, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH RESPONDENT 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. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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

H. 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.

I. Required Licenses:

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.

J. 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.

K. 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. Qualifications will be considered non-responsive and not given further consideration if submitted by a respondent with such outstanding liabilities.

L. 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.

M. 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.

N. 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 or state 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.

O. 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 respondent fails to perform in accordance with the provisions of these specifications.
- ii) The successful respondent violates any of the provisions of these specifications.
- iii) The successful respondent disregards laws or regulations of any public body having jurisdiction.
- iv) The successful respondent 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 respondent seven (7) Calendar days written notice. In such case, the successful respondent shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful respondent 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 respondents contract with Bastrop County.

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 respondents contract with Bastrop County.

P. 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.

Q. 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.

R. 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.

S. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):

As amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- T. 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 FIRM agrees as follows:
1. The FIRM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The FIRM 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 FIRM 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 FIRM 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 FIRM 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 FIRM 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 FIRM 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 FIRM 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 Firms 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 FIRM 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 FIRM 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 FIRM 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 FIRM becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the FIRM 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 Firm and any 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 FIRM 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 FIRM or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

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.

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 respondent's invoice, they will not be paid.

C. Insurance:

The Respondent, 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:

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 Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

4. Indemnification

Respondent 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 respondent'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 respondent, 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 respondent 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:

Name of Authorized Firm Representative:

Name of Company:

Signature of Authorized Firm Representative:

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.

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 _____, _____, _____, _____, _____.
(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

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:

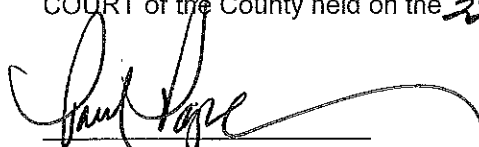
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher 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

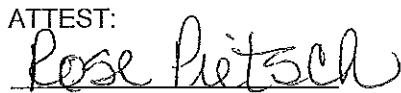
reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working 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