



Caldwell County, Texas
405 E Market Street
Lockhart, Texas 78644
Merari Gonzales, Purchasing Agent
Phone: 512-359-4688
Email: merari.gonzales@co.caldwell.tx.us



REQUEST FOR QUALIFICATIONS (RFQ)
Public Improvement District (PID) Administration Consulting Services

RETURN SEALED RFQ:
Caldwell County
Purchasing Agent
405 E Market St
Lockhart, Texas 78644

Sealed qualifications proposal shall be received no later than:

2:00 p.m., Central Standard Time
December 3rd, 2024

MARK ENVELOPE: "RFQ24CCP03Q"
ALL PAGES MUST BE INITIALED AND RETURNED,
IF NOT BID MAY BE REJECTED.

The County of Caldwell, TX ("County") is seeking Statement of Qualifications (SOQ) from qualified firms to provide all necessary management and administrative services related to Public Improvement Districts (PID). The County is beginning the process of creating its first PID and seeks an experienced firm to assist in the creation, management, and administration of this and future PIDs. Proposals will only be accepted in accordance with the requirements of this RFQ. Interested firms are encouraged to review this RFQ in detail, submit questions, and provide a SOQ exhibiting their ability to assist with PID administration.

Statement of Qualifications Content

SOQ's should clearly and concisely outline the qualifications, personnel, and expertise of the firm and its ability to perform PID management and administration work. Caldwell County is interested in reviewing only information that will help determine how the firm will serve the county in managing and administering PID's. Accordingly, all proposals shall follow the organization and format outlined below.

In no more than 20 pages (not including required forms), including cover pages, table of contents, and other referencing documents, please submit the following information in the order outlined:

1. Cover Page (no more than one (1) page)
 - a. The cover page should include at a minimum the following:
 - i. Legal name of firm including contact information
 - ii. Primary contact or manager for the project
2. Overview (no more than two (2) pages)
 - a. Please introduce the firm to Caldwell County.
 - b. Please include the firm's client/customer service philosophy: What does the firm believe when it comes to serving its clients/customers?
3. Personnel (no more than eight (8) pages)
 - a. Identify, describe, and demonstrate the experience of the firm's personnel that will be working with Caldwell County.

4. Experience (no more than eight (8) pages)
 - a. Proposals should highlight at least five (5) clients or projects similar in scope to the services requested by Caldwell County.
 - b. Proposals should include at least five (5) references for clients. Contact information shall be provided within the proposal.
5. Include the signed RFQ and completed required forms indicated below.

RFQ Evaluation

This RFQ will be evaluated based on the following:

1. Experience of the firm in providing PID services: **20%**
2. Experience of the firm’s personnel: **20%**
3. Experience of the firm working for clients like Caldwell County : **20%**
4. The firm’s client/customer service philosophy: **20%**
5. The quality and completeness of the proposal: **20%**

Proposal Format

Firms are requested to submit all responses in a sealed package and delivered to Caldwell County Purchasing Agent, RFQ# 24CCP03Q - 405 E Market St., Lockhart, TX, 78644. To be considered all responses should be received by **December 3rd, 2024, @ 2:00PM Central Time**. The responding firms are requested to submit one original signed RFQ packet and four (4) additional copy of their packet along with a PDF file on an electronic USB drive. The County reserves the right to waive any irregularities or reject any and all responses.

Should your firm have any questions concerning this RFQ, please contact the Purchasing Agent, Merari Gonzales, at merari.gonzales@co.caldwell.tx.us Questions must be received no later than **November 22nd, 2024 by 5:00PM**. The county will not answer any questions submitted after **5:00PM, Central Time, November 22nd, 2024**. The County shall have a reasonable amount of time to respond to questions or concerns regarding this RFQ. The County intends to respond to all questions; however, the County reserves the right to decline to respond to a question or concern. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, may be posted on the Caldwell County website <https://www.co.caldwell.tx.us/page/homepage>, e-mailed, faxed, or made available in the Purchasing Agents office, not later than five (5) days prior to the date fixed for the opening of submitted qualifications.

RFQ 24CCP03Q Firm Name: _____

Signature

Date

Required Forms

CONFLICT OF INTEREST

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity</p>		<p>FORM CIQ</p>
<p>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.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>		<p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>

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.

CERTIFICATE OF INTERESTED PARTIES FORM (FORM 1295)

Pursuant to Section 2252 of the Texas Government Code, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties (Form 1295) and has created a website application for business entities to submit the required information.

Caldwell County may not enter into a contract that requires the approval of the Commissioner's Court until the business entity that is a party to the contract files a Form 1295 with the Texas Ethics Commission and the Caldwell County Purchasing Agent .

1. Upon being notified of a bid/recommended award, the award recipient, the business entity, must go the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first-time login on to the website application, the business entity must create a login Username and Password then follow the application's instructions to complete a Form 1295.

2. The County does not have a Contract ID Number System. Please insert the County's bid or project number in this box.

3. Once confirmation is received, that the information has been submitted with the Texas Ethics Commission, the business entity **MUST** print, sign and date Form 1295.

4. Form 1295 must be filed with the Texas Ethics Commission within seven (7) business days of the date of notification of recommended award. The contract will not be presented to Commissioner's Court until the form has been filed with the Texas Ethics Commission and Caldwell County has received Form 1295.

5. In no way does a request for filing of Form 1295 with the Texas Ethics Commission commit the county to any type of award whatsoever.

6. Once the Caldwell County Purchasing Department receives Form 1295, the Purchasing Department will submit confirmation of receipt through the Texas Ethics Commission website within thirty (30) days.

7. This process must be followed for each contract requiring Commissioner's Court approval.

8. A Form 1295 cannot be handwritten. It must be completed electronically through the Texas Ethics Commission website application.

If you have any questions contact the Caldwell County Purchasing Agent at (512) 359-4688, 405 E. Market Street, Lockhart, TX 78644

ISRAEL VERIFICATION FORM

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- 1. does not boycott Israel currently; and
- 2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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

EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees,
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between Caldwell County and the Company.

Date

Signature

IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS VERIFICATION FORM

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
2. will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Date

Signature

FIREARM VERIFICATION FORM

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

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.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees,
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity,
- will be between a governmental entity and a sole proprietor; or
- is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between Caldwell County and the Company.

Date

Signature

PROHIBITION OF ENERGY COMPANY BOYCOTT VERIFICATION FORM

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- 1. does not boycott energy companies currently; and
- 2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

- 1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
- 2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees,
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between Caldwell County and the Company.

Date

Signature

CRITICAL INFRASTRUCTURE VERIFICATION FORM

To the extent this proposal relates to critical infrastructure in the State of Texas, I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designed by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code as amended ("designated country"); or

1. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Date

Signature

:

TEXAS PUBLIC INFORMATION ACT VERIFICATION FORM

I, _____, the undersigned representative of _____ (the "Company") do hereby acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation, proposal and any resultant contract, and agree that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Date

Signature

Non-Collusion Affidavit

1. He/she is _____ of _____, the responder that has submitted the attached bid/proposal.
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid/proposal.
3. Such bid is genuine and is not collusive or a sham bid/proposal.
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against Caldwell County or any per interest in the proposed contract.
5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to Caldwell County within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any County employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential responder who gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responder's bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responder's bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Printed Name

Firm Name

References

Responder shall submit with their solicitation the name, address, telephone number, and point of contact of at least five (5) companies for which the responder has provided similar services within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. (Form is attached for your convenience below)

Reference 1

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Reference 2

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Reference 3

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Reference 4

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Reference 5

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

Bid Term & Conditions

DEFINITIONS:

County – The county of Caldwell, TX
Commissioner's Court – The elected officials of the county who have been given the authority to exercise such powers and jurisdiction of all county business.

Contract- An agreement between the County and a vendor to furnish products over a designated period of time during which repeated purchases, or a single purchase are made of the commodity (s) or service specified.

Vendor – The potential or successful bidder of an Invitation for Bid Request for Qualifications or Request for Proposal.

ACCEPTANCE: The County reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the county in accordance with Local Government Code Chapter 252. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any County ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligation under a contract with the County. Bidders may be disqualified and rejection may be recommended for any but not limited to the following:

- Failure to use the form furnished by the County;
- A bid that fails to meet the essential requirements;
- A bid that does not conform to the specifications;
- A bid that fails to conform to the delivery schedule or permissible alternatives;
- Failure to submit a bid bond, insurance or other requested documents in conformance with the requirements;
- A bid seeking to qualify the terms and conditions, or otherwise seeking to limit contractor liability, or to limit the County's rights;
- A vendor that qualifies its price in such a manner that the firm's bid price cannot be determined;
- Price quoted shall be the price in effect at the time of delivery which remains unknown at the present time.

- A bid is contingent on also receiving awards on other bids currently under consideration.

All bidders are hereby notified that the County shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the County including but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the County, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidders past performance under contracts with the County, and the bidder's compliance with County ordinances. The County is committed to obtaining its goods, products and services at the lowest price possible which benefit all the citizens of Caldwell County. Therefore, in order to accomplish the objective/goal it is not the intention of the county to either exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The County shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the County shall be final. In literal compliance in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the County determines that standards and specifications are in literal compliance and not all standards and specifications have been met or exceeded, the county must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

ADDENDA: Any interpretations, corrections, or changes to an Invitation for Bid and/or Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested by the Caldwell County Purchasing Department. Addenda may be posted on the County's web site and may be distributed to all who are known to have received a copy of this Invitation for Bid and/or Proposal will receive written notification. The county assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The County's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

ADVERTISING: Any advertising or promotions used which the County's award is showcased, placed in written technology or verbal communication must be expressly authorized in writing by the county.

ALTERING BIDS: Bids cannot be altered or amended after the submission deadline without acceptable reason and without the approval of the purchasing manager. Any interlineations, alteration, or erasure made before opening time should be initialed by the signer of the bid, guaranteeing authenticity.

AMENDMENTS: Chapter 176 of the Texas Local Government Code requires a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a Conflict of Interest Questionnaire to the appropriate records administrator of the County not later than the seventh business day after the date the person begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this bid, you may submit the completed form with your response. Each vendor is responsible for verifying they are using

the most current form available from www.ethics.state.tx.us. This legislation is subject to change and each vendor should consult their own attorney regarding the current law.

ASSIGNMENT: The vendor is prohibited from transferring their rights and duties nor shall the vendor sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the County. All subcontractors must be approved in writing by the County prior to any work being initiated.

BID AWARD: The County reserves the right to award bids on the lump sum or unit price basis. If the bidder desires the County to consider an all-or-none bid, it must be stated on the bid sheet (s). The County reserves the right to audit or inspect vendor's business records not limited to financial statements, liability insurance, bonding, and worker's compensation insurance and to request business references. All awards will be based on the best interest of the County, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. Purchase price, including payment discount terms;
- c. The reputation of the bidder and of the bidder's goods or services;
- d. The quality of the bidder's goods or services;
- e. The extent to which the goods or services meet the County's needs
- f. The bidder's past relationship with the County;
- g. Delivery terms;
- h. Availability of repair and maintenance parts;
- i. Financial condition;
- j. The total long-term cost to the County to acquire the bidder's good or services; and
- k. Any relevant criteria specifically listed in this request for bid.

BRAND NAMES: Specifications may reference name brands, make, and/or model numbers. Any reference made to brand, make, and/or model used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. The County

shall act as sole judge in determining equality and acceptability of products offered.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and may require approval of the Commissioner's Court.

COLLUSION: Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular bidder's bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular bidder's bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal bidder attests that no improper communication has occurred resulting in an advantage over any other bidder, potential bidder, or advance discloser.

COMPLIANCE: This bid and vendor and/or contractor must comply with all federal, state, county and local laws concerning these types of service. The vendor is prohibited from discriminating due to racial, sexual, religious, disability, or any other grounds. Any known discrimination is grounds for immediate cancellation of contract at the sole expense of the vendor.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONTRACT: This bid, when properly accepted by the County, shall constitute a contract equally binding between the

successful bidder and the County. No different or additional terms or addendums, supplements, or amendments will become a part of this contract unless agreed to and signed by both the successful bidder and the County without the prior written approval of the County. Should any change in terms be requested by the vendor after the contract has been awarded, the County reserves the right to cancel the contract and award the bid to the next responsible responsive bidder. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County. The County reserves the right to reject the bid of any bidder who is in violation of any County Ordinance. The County may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

CONTRACT TERMINATION: The County may terminate this contract at any time upon thirty (30) calendar days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the Service Provider fails to fulfill its obligations under this contract, or if the Service Provider violates any part of the agreement of the contract, the County has the right to terminate this contract by giving the Service Provider five (5) calendar days written notice. The Provider will be compensated for their services once the vendor has satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the vendor's name from the bidder's list for receiving future bids. No terms or provision of the contract shall be construed to relieve the Service Provider of liability to the County for

damages sustained by the County because of any breach of contract by the vendor. The county may withhold payments to the vendor until the exact amount of damages due to the County from the vendor is determined and paid. County reserves the right to order from another vendor in which an emergency or urgent need becomes necessary.

DELIVERY: All delivery and freight charges (FOB Caldwell County designated location) are to be included in the bid price. The County assumes no liability of goods delivered in a damaged or unacceptable condition.

DISCLOSURE REQUIREMENT: Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or

seeking to do business with the County, including affiliations and business and financial relationships such persons may have with the County officers or officials. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law is available by contacting the Caldwell County Commissioner's Ph: 512-398-1808. By doing business or seeking to do business with the County you acknowledge that you have been notified of your sole responsibility to comply with Chapter 176 of the Texas Local Government Code.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsive to perform in strict accordance with the specifications of the invitation. Caldwell County reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

FIRM PRICE: Bidders must hold bid prices firm for 120 days after the bid opening date to allow the County sufficient time to award a contract. Once a contract is awarded, the successful bidder must hold bid prices firm for the duration of the contract.

FORCE MAJEURE: Vendor will not be held liable for noncompliance for any reasonable delay due to Force Majeure. Force Majeure is any delay caused by acts of God and or labor strikes.

FORM: Bids must be submitted on the County's form only. Bidder shall provide with this bid/proposal response, all documentation required. Failure to provide this information may result in rejection of bid. Bidders are required to submit bids itemized and prices extended when required. Bidders must return the entire original bid document with Invitation for Bid or Request for Proposal. Vendors should not change or alter packet in any way.

FUNDING: Award and funding of the bid, proposal, and contract is pending Caldwell County Commissioner's Court approval. State of Texas statutes, Local Government Code 271.903 prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current County fiscal year shall be subject to budget approval. The County reserves the right to rescind the contract at the end of each fiscal year if determined that there are insufficient funds to extend the contract and no cost.

INDEMNIFICATION AGREEMENT: The vendor agrees to indemnify, hold harmless and defend Caldwell County, its officers, agents and employees, both past and present, from and against any and all liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from vendor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from intentional acts or negligence of the vendor including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of vendor including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons. It is the express intention of the parties hereto, both the County and the

vendor, that the indemnity provided for in this Contract indemnifies and protects the County from the consequences of the County's own negligence.

INTERLOCAL COOPERATIVE: Other government entities within the State of Texas may be extended the opportunity to purchase off of the County's solicitation, with the consent and agreement of the successful vendor(s) and the County. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the County is not an agent of, partner to or representative of those outside agencies or entities and the County is not obligated or liable for any action or debts that may arise out of such independently, negotiated "piggyback" procurements.

ITEMS supplied under this contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the County. If an item is not picked up within reasonable time after notification, the item will become a donation to the County for disposition.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. Caldwell County is not responsible for lateness or non-delivery of mail, carrier, delivery etc., and the date/time stamp in the County's Purchasing Department shall be the official time of receipt. Late bids will remain unopened and returned to the address on the outside of the envelope.

LAWS: This agreement is performable in Caldwell County, Texas. Each party consents to the exclusive jurisdiction of the state courts having jurisdiction in the County of Caldwell, Texas. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principles

NOTIFICATION: The County uses multiple channels for the notification and dissemination of all invitations to bid and/or request for proposals. The County accepts no responsibility for the lack of notification or receipt of bid to any and all potential bidders.

PAYMENT will be made upon receipt and acceptance by the County of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. All invoices must be mailed to Accounts Payable P.O. Box 98, Lockhart, TX 78644. The County requests credits for any errors. Invoices will not be short paid.

PRICE redetermination may be considered by Caldwell County only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.) with a sixty day prior written notice. The bidder's past history of honoring contracts at the bid price will be an important consideration in the County's evaluation of the lowest and best bid. Caldwell County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. The County reserves the right to reject price redetermination and award the bid to next responsible responsive bidder.

QUANTITIES: Quantities indicated in the bid are estimated based upon the

best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

RECORD RETENTION: The awarded vendor must maintain copies of all documents relating to the contract for the length of the warranty period plus one year. Should the document be destroyed or for any reason the awarded vendor is unable to locate the contract, the warranty will be considered in force under the original terms of the contract.

REIMBURSEMENTS: There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing bids in response to the request. The County will not reimburse responding firms for these expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement

TAXES: Caldwell County is exempt from Federal Excise, State Sales and Transportation Taxes. Tax must not be included in bid/proposal. The County upon request will execute a Tax Exemption Certificate. The County is statutorily exempt from State and Local Sales tax and a permit number is not required.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title

WITHDRAWAL OF BID: No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing manager.

No-Bid Statement

RFQ 24CCP03Q: RFQ for Public Improvement District (PID) Administration Consulting Services

Caldwell County, Texas seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a proposal.

Please check the appropriate boxes indicating the factors considered for not bidding.

- Unable to respond to the request for proposals by the specific deadline.
- Our company does not carry or cannot offer this type of product and service.
- Specifications are restrictive, unclear or incomplete. Please explain below

- Invitation is suitable but engaged in other work. Do
- not wish to do business with the county.

The purpose of this form is to achieve a maximum participation in the proposal process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to submit a proposal.

Responders Information

RFQ 24CCP03Q: RFQ for Public Improvement District (PID) Administration Consulting Services

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

_____ Witness	_____ Company Name
_____ Date	_____ Authorized Representative Signature
	_____ Printed Name
	_____ Title
_____ Correspondence Address	_____ Remit Address
_____ City, State, Zip Code	_____ City, State, Zip Code
_____ Addendum #1 acknowledged_____	_____ Telephone Number
_____ Addendum #2 acknowledged_____	
_____ Addendum #3 acknowledged_____	_____ Fax Number
_____ Addendum #4 acknowledged_____	
_____ Please mark N/A if no addendums issued	_____ Email