

		<b>SOLICITATION, OFFER AND AWARD</b>		Caldwell County Purchasing 405 E Market St Lockhart, Texas 78644	
<b>Solicitation No.: RFQ25CCP01Q</b> <b>Design and Planning Consultants – Road Bond</b>			<b>Date Issued: May 13, 2025</b>		
<b>SOLICITATION</b>					
Respondents must submit proposals as listed: one (1) original and three (3) copies <b>by 2:00 p.m. CT June 3, 2025.</b> <b>Proposals received after the time and date set for submission will be returned unopened.</b>					
For information please email: <a href="mailto:merari.gonzales@co.caldwell.tx.us">merari.gonzales@co.caldwell.tx.us</a>		Questions concerning this Request for Qualifications (RFQ) must be received in writing no later than 5:00 p.m. CT on May 27, 2025.		Phone No.: (512) 359-4688	
<b>OFFER (Must be fully completed by Respondent)</b>					
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.					
<b>Respondent</b>			<b>Respondent's Authorized Representative</b>		
Entity Name: Mailing Address:			Name: Title: Email Address: Phone No.:		
Signature:			Date:		
Name, Email Address, and Phone No. of person authorized to conduct negotiations on behalf of Respondent:					
<b>NOTICE OF AWARD (To be completed by County)</b>					
Funding Source:		Awarded as to item(s):		Contract Amount:	
Vendor:				Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:		Date:		Agenda Item:	
<b>Important: Award notice may be made on this form or by other Authorized official written notice.</b>					
		Caldwell County Judge		Date	
		Caldwell County Clerk		Date	

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## I. RFQ SUBMITTAL CHECKLIST

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/Statement of Qualification (SOQ) to be considered responsive, as well as the required forms requested by Caldwell County.

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

**The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:**

- \_\_\_ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- \_\_\_ 2. Vendor Reference Form
- \_\_\_ 3. Proposal/SOQ

### **Required Forms by Caldwell County:**

- \_\_\_ 1. Conflict of Interest Questionnaire completed and signed
- \_\_\_ 2. Code of Ethics signed
- \_\_\_ 3. HUB Practices signed
- \_\_\_ 4. House Bill 89 Verification signed and notarized
- \_\_\_ 5. Senate Bill 252 Certification
- \_\_\_ 6. Debarment & Licensing Certification signed and notarized
- \_\_\_ 7. Vendor/Bidder's Affirmation completed and signed
- \_\_\_ 8. Federal Affirmations and Solicitation Acceptance
- \_\_\_ 9. Related Party Disclosure Form
- \_\_\_ 10 Appendix II to Part 200
- \_\_\_ 11. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_ 12. Any addenda applicable to this solicitation

**Caldwell County will accept bids/proposals/SOQ, by the stated due date by the following method:**

- 1. One (1) original of the SOQ (manually signed), plus three (3) copies and one PDF file (with a size limit of 10 MB) of the complete SOQ on a USB flash drive, sealed in an envelope, the outside of the sealed envelope noting "Sealed SOQ Enclosed" with the Solicitation Number, RFQ Name, Date of RFQ Opening, and Respondent's Name on the outermost envelope addressed to:

Caldwell County Purchasing Department

Attention: Merari Gonzales

405 E Market St

Lockhart, Texas 78644

## II. SUMMARY

1. **Type of Solicitation:** Request for Qualifications (RFQ)
2. **Solicitation Number:** RFQ25CCP01Q  
Design and Planning Consultants – Road Bond
3. **Issuing Office:** Caldwell County Purchasing Department  
405 E Market St  
Lockhart, Texas 78644
4. **Responses to Solicitation:** Sealed proposals marked with Sealed SOQ Enclosed, Solicitation Number, RFQ Name, Date of RFQ Opening, and Respondent's Name on the outermost envelope  
  
One (1) original, plus three (3) copies and one PDF file (with a size limit of 10 MB) of the complete SOQ on a USB flash drive
5. **Deadline for Responses:** In issuing office no later than:  
**June 3, 2025; 2:00 p.m. Central Time (CT)**
6. **Initial Contract Term:** **July 2025, until project completion**
7. **Optional Contract Terms:** **None**
8. **Designated Contact:** Caldwell County Purchasing Department  
Email: [merari.gonzales@co.caldwell.tx.us](mailto:merari.gonzales@co.caldwell.tx.us)
9. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than May 27, 2025; 5:00 p.m. CT. Telephone inquiries will not be accepted.** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum and posted on the Caldwell County website for the benefit of all potential respondents after the question deadline. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the Caldwell County website. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

**10. Addenda**

Any interpretations, corrections, or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Caldwell County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with qualification submission.

**11. Contact with County Staff  
(Anti-lobbying Requirement):**

Upon issuance of this solicitation, employees and representatives of Caldwell County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**Anticipated Schedule of Events**

May 13, 2025	Issuance of RFQ
May 27, 2025	Deadline for Submission of Questions (5:00 PM CT)
June 3, 2025	Deadline for Submission of Bids (2:00 PM CT) <b>Late bids will not be accepted.</b>
June 24, 2025	Contract Award

### III. SPECIFICATIONS

#### **PROJECT INFORMATION**

##### **Project Description**

Caldwell County is soliciting qualifications of engineering firms interested in providing engineering services to assist Caldwell County staff in planning and designing the projects included in the County's 2024 Road Bond Program. Possible projects to be awarded under this RFQ may include but are not limited to:

W. San Antonio Street  
Borchert Drive/Loop  
City Line Road  
State Highway (SH) 142  
Farm-to-Market (FM) 20 / US 183  
William Pettus Road (County Road [CR] 238)  
US 183 Turn Lane Addition  
Bridge Replacements (County Wide)  
Low Water Crossings (County Wide)  
Bridle Path  
FM 2720 at Grist Mill Road  
Rocky Road at SH 21  
Schuelke Road at SH 21  
Holz Lane at SH 21  
N Hackberry Avenue Truck Route (Alt)  
N Magnolia Avenue (US 183) Turn Lane Addition  
NW River Road (CR 103)  
Niederwald Transportation Plan  
Luling Transportation Plan (Update)  
CR 174, CR 179, CR 182  
SH 80

Refer to the Caldwell County Road Bond web page (<https://caldwellcountybonds.com/>) for project location and project information.

We are anticipating selecting over a dozen firms for this work. The Commissioners Court may select more or fewer firms at its discretion.

##### **Scope of Services**

Professional services may include, but are not limited to, engineering services to plan and prepare design schematics; prepare final design plans, specifications and estimates of probable cost; and survey, prepare appropriate environmental documents, and identify needed right of way.

Right of way legal assistance, public involvement, utility coordination, and daily construction observation services are not currently anticipated to be required on this contract.

Caldwell County expects the prime firm(s) to commit its project manager, as proposed in the SOQ, to the duration of the contract. Caldwell County further expects the project manager's commitment to the contract to include commitment as project manager to each work authorization without further delegation or substitution over the course of the contract.

## **GENERAL INFORMATION**

### **Technical Expertise**

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

Land surveyor means a registered professional land surveyor or licensed state land surveyor as defined by Chapter 1071 of the Texas Occupations Code.

Architect means a person registered under Chapter 1051 of the Texas Occupations Code to engage in the practice of architecture.

Landscape Architect means a person registered under Chapter 1051 of the Texas Occupations Code to engage in the practice of architecture.

### **Evaluation Criteria**

Each SOQ received in response to this RFQ will be subject to the same review and assessment process. SOQs will be evaluated based on the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. Below is an estimated outline of how the respondents will be evaluated. Respondent refers to the firm submitting the SOQ. This is subject to modification based upon the actual proposal criteria. **All contact during the evaluation phase shall be through the Caldwell County Purchasing Department only.**

The Respondent shall neither contact nor lobby Evaluators, Elected Officials/Department Heads, or Caldwell County Employees during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee, Elected Officials/Department Heads, or Caldwell County Employees may result in disqualification of submittal.

### **Selection Process**

Respondents are advised that the evaluation committee members, at their option, may recommend a contract strictly based on the initial SOQs and/or may have interviews with some or all of the respondents to determine the overall most qualified firm(s) for final

recommendation. SOQs shall be evaluated and scored by a committee of Caldwell County employees using the Evaluation Criteria enclosed.

If interviews are held, during the interview, invited respondents shall address the evaluation criteria listed in the request for qualifications and respond to questions from the evaluation and scoring committee.

### **Compensation Information & Fees**

The top-ranking respondent for the project(s), shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Caldwell County Commissioners Court for final contract approval and award. If negotiations are not successful, the County will enter into negotiations with the second ranking respondent for the project. All contract awards are subject to Caldwell County Commissioners Court final approval.

### **Submission Information**

SOQs and Related Addenda are to be delivered in a sealed envelope on or before the submittal deadline, as noted in this RFQ, to:

Caldwell County Purchasing Office  
Attention: Merari Gonzales  
Sealed SOQ Enclosed  
Solicitation Number, RFQ Name, Date of RFQ Opening, and Respondent Name  
405 E. Market Street  
Lockhart, Texas 78644

The Solicitation Number, RFQ Name, Date of RFQ Opening, and Respondent Name should be clearly marked on the outside.

If an overnight delivery service is used, the RFQ Name, Solicitation Number, and Date of the RFQ opening should be clearly marked on the outside of the delivery service envelope.

**Caldwell County takes no responsibility for any third-party system interruption potentially causing late delivery of a Respondent's submittal.** Submit one (1) bound original and three (3) bound copies of the Respondent's/Team's response, and one PDF file (with a size limit of 10 MB) of the complete SOQ on a USB flash drive.

All SOQs must be received in the Caldwell County Purchasing Office located at 405 E. Market Street, Lockhart, Texas 78644 **no later than 2:00 PM on Tuesday, June 3, 2025.**

SOQs will be opened publicly in a manner to avoid public disclosure of contents. Only names of Respondents will be read aloud.



### **Late Submissions**

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Caldwell County is not responsible for lateness of mail, courier service, or other transmitted methods. The qualifications must be time-stamped by Caldwell County prior to the closing deadline to qualify.

### **Type of Contract**

The form of contract that will be used will be the Caldwell County Contract for Engineering Services, which is posted as part of the RFQ.

The only anticipated changes to the Caldwell County Contract will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Caldwell County Contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued.

**Because the signed Caldwell County Contract will be substantively and substantially derived from the Caldwell County Contract posted on the RFQ, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions, or provisions contained in the Caldwell County Contract before submitting a response to this RFQ.**

Again, the Caldwell County Contract contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign the aforesaid contract shall be grounds for Caldwell County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

All requests for changes to the Caldwell County Contract for Engineering Services should be included in Section One of the Submittal.

**NO ADDITIONAL CHANGES TO THE CALDWELL COUNTY CONTRACT FOR ENGINEERING SERVICES WILL BE ACCEPTED AFTER THE SUBMITTAL.**

### **Questions Concerning This RFQ**

All questions concerning this RFQ must be emailed to Merari Gonzales, at [merari.gonzales@co.caldwell.tx.us](mailto:merari.gonzales@co.caldwell.tx.us). Please reference the RFQ number on the email subject line. Once the RFQ is released, no communications regarding this RFQ are permitted with any County Personnel other than those of Caldwell County Purchasing Department.

Questions will be accepted until **5:00 PM on Tuesday, May 27, 2025.**

### **Respondent's Acceptance**

By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions, and statements of this RFQ and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

### **Texas Public Information Act**

Caldwell County considers all information, documentation, and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Caldwell County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

### **Commitment**

The Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Caldwell County and that Caldwell County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. The Respondent acknowledges and understands that the Commissioners Court of Caldwell County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, the Respondent recognizes and understands that any cost borne by the Respondent which arises from the Respondent's performance hereunder shall be at the sole risk and responsibility of the Respondent.

All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals that has been clearly identified as such by the respondents.

### **Ex-Parte Communication**

Please note that to ensure the proper and fair evaluation of a response to a solicitation, the County prohibits ex-parte communication (e.g., unsolicited) initiated by the Respondent to any Elected Official/Department Head, County Employee or Committee Member evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible by the means established in the solicitation until the day and time specified as the deadline for questions. Any communication between the Respondent and the County after the deadline for questions will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the

solicitation then in evaluation. If a Respondent violates these provisions more than once in a three (3) year period, the Purchasing Officer may debar the Respondent from the sale of goods or services to the County for a period not to exceed three (3) years.

### **Rejection Or Acceptance**

The County reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the County.

Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically and clearly references them on the front of the solicitation response document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.

### **Pass/Fail Criteria**

To be considered for evaluation, all interested firms must be registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the state of Texas.

**A statement indicating this must be included in the SOQ transmittal letter to the County.**

## **STATEMENT OF QUALIFICATIONS FORMAT**

Although this RFQ is for several projects, the responses to the evaluation criteria shall address a single project. The project to address in your responses is the **SH 142** project.

**Section One:** One (1) single-sided page transmittal letter that provides an overview of the firm. In addition, it shall provide the name, physical mailing address, email address, and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the state of Texas.

**Section Two:** One (1) single-sided page organizational chart for the project listing all task leaders and key supporting staff. **Respondents are required to show who will perform daily engineering activities in addition to task leads.** Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. **For each individual listed on the organizational chart, indicate the physical office location that individual currently reports to 100% of the time. If the individual reports to more than one office, indicate which offices they are split between and the percentage of time spent in each office.** The chart should not be larger than a single 11" x 17" page. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.

Section Three: One (1) single-sided page providing information regarding the Project Manager's Experience/Qualifications with similar projects.

Section Four: One (1) single-sided page providing information regarding the Individuals on Project Team's roadway planning and design experience with similar projects.

Section Five: One (1) single-sided page providing information regarding the Individuals on Project Team's Experience/Qualifications designing and planning roadway drainage facilities for similar projects.

Section Six: One (1) single-sided page providing information regarding the Individuals on Project Team's Experience/Qualifications designing and planning structures for similar projects.

Section Seven: One (1) single-sided page providing information regarding the Individuals on Project Team's Experience/Qualifications providing traffic warrant studies, signal design and timing, and traffic modeling for roadway projects in Central Texas.

Section Eight: One (1) single-sided page providing information regarding the Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas.

Section Nine: One (1) single-sided page providing information regarding your understanding of the project.

Appendix A: Provide resumes of project manager, task leads, and key support staff shown on the organizational chart. **Resumes shall include the professional employment history of the individual, identifying the name of the employer and the time period worked at the firm. For projects referenced, resumes shall indicate the specific activities performed. Resumes not providing correct information may be considered non-responsive.** Limit each individual resume to no more than two (2) single-sided pages.

Appendix B: Provide signed/completed Forms.

- Reference Form – Respondent shall provide three (3) references where the Respondent has performed services similar to, or the same types of services, as described herein. Please complete the Reference Form to provide the client contact information, including phone and email, project description, and date the work was performed.
- Certificate of Interested Parties – Electronically complete a Form 1295 through the Texas Ethics Commission website.
- Conflict of Interest Questionnaire should be filled out for the respondent.
- Code of Ethics for Caldwell County should be filled out for the respondent.
- Caldwell County Practices Related to Historically Underutilized Businesses should be filled out for the respondent.

- Caldwell County House Bill 89 Verification should be filled out for the respondent.
- Debarment and Licensing Certificate should be filled out for the respondent.
- Respondent's Affirmation should be filled out for the respondent.
- Federal Affirmations and Solicitation Acceptance should be filled out for the respondent.
- FHWA 1273 Certification should be filled out for the respondent.
- Related Party Disclosure Form should be filled out for the respondent.

A cover page, table of contents, and divider pages are not required. Minimum font size of 12-point is required for text except on the organizational chart. Sheet size is limited to 8½" x 11" sheets.

The organizational chart is included in the page limit, and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

SOQs shall not exceed nine (9) single-sided sheets in length, but not including:

- Letter of Transmittal
- Table of Contents
- Front and rear covers, dividers
- Appendix Materials

Appendix materials (related project graphics, resumes, etc.) are not included in the page limit but should be conservative in their inclusion.

The SOQ must be submitted with a continuous binding (e.g., spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the page limit. Required forms do not count towards the page limit.

All portions of each proposal shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

## **EVALUATION CRITERIA**

<b>Evaluation Criteria for Projects</b>	<b>Maximum Score Points</b>
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail
Project Manager's Experience/Qualifications with similar projects.	50
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design.	50
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design.	50
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design.	50
Individuals on Project Team's Experience/Qualifications performing traffic warrant studies for Cities and Counties in Texas, performing signal design and timing for TxDOT, Cities or Counties in Texas, and traffic modeling in Central Texas.	50
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas.	50
Availability of Project Manager, task leads, and relevant staff and their previous performance on County projects.	50
Understanding of the project.	50
<b>Total Evaluation Points</b>	<b>400</b>

**Note: Please ensure your response fully addresses each criterion listed above within our SOQ.**

**IV. REFERENCE FORM**

List three (3) references of recent clients who can verify the quality of service your company provides. The County prefers clients of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

<b>REFERENCE ONE</b>
----------------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Scope & Duration and Date of Contract: \_\_\_\_\_

<b>REFERENCE TWO</b>
----------------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Scope & Duration and Date of Contract: \_\_\_\_\_

<b>REFERENCE THREE</b>
------------------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Scope & Duration and Date of Contract: \_\_\_\_\_

## **V. CERTIFICATE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, 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.

With regard to Caldwell County purchases, a vendor or other person who is awarded a contract or purchase approved by Caldwell County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at <https://www.ethics.state.tx.us/filinginfo/1295/> and submit a signed copy of the form to the Caldwell County Purchasing Office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-359-4688.





## **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.

## VII. CODE OF ETHICS FOR CALDWELL COUNTY

Public employment is a public trust. It is the policy of Caldwell County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Caldwell County. Such a policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Caldwell County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Caldwell County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Caldwell County or a vendor doing business with the County to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Caldwell County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Caldwell County and in no way will attempt to violate the code.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## VIII. CALDWELL COUNTY PRACTICES RELATED TO HISTORICALLY UNDERUTILIZED BUSINESSES

### 1. STATEMENT OF PRACTICES

Caldwell County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender-neutral means. It is the practice of Caldwell County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of businesses that recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as disadvantaged business enterprises (DBEs), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUBs include business enterprises that meet the definition of a HUB and that meet the certification requirements of certification agencies recognized by Caldwell County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Caldwell County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Caldwell County will solicit bids from certified HUB's for state purchasing and public works contracts.

### 4. Caldwell County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
- 5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- 6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
- 7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Caldwell County HUB Practices:

---

Signature

---

Date

**IX. CALDWELL COUNTY HOUSE BILL 89 VERIFICATION**

I, \_\_\_\_\_(Person name), the undersigned representative of  
\_\_\_\_\_(Company or Business name, 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, Texas Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

*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.*

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ 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 Public in and for the State of Texas

\_\_\_\_\_  
Date

**X. CALDWELL COUNTY PURCHASING DEPARTMENT CERTIFICATION**

On this day, I, \_\_\_\_\_, the Purchasing Representative for Caldwell County in Lockhart, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**XI. DEBARMENT AND LICENSING CERTIFICATION**

STATE OF TEXAS               §  
  §  
COUNTY OF CALDWELL       §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that the Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ on this the day of \_\_\_\_\_, 20\_\_\_\_, on behalf of said Firm.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_



## **XII. RESPONDENT'S AFFIRMATION**

- Contractor affirms that it is duly authorized to execute this Contract, that it has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Contractor hereby assigns to the County any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Contractor, hereby affirms that Contractor:

\_\_\_\_ Does not own taxable property in Caldwell County, or;

\_\_\_\_ Does not owe any ad valorem taxes to Caldwell County or is not otherwise indebted to Caldwell County

\_\_\_\_\_  
Name of Contracting Company

If taxable property is owned in Caldwell County, list property ID numbers:

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

### **XIII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE**

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

#### **1. Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

#### **2. Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

#### **3. Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **4. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b),

##### **Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

7. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

#### **8. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **9. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **10. Minority and Women’s Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

#### **11. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190);
- b. Protection of wetlands pursuant to EO 11990;
- c. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- d. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- e. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- f. 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 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).
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- i. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- j. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
  - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **12. Historic Properties**

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**13. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES\_\_\_\_\_ NO\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

#### **XIV. FHWA 1273 CERTIFICATION**

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. Circling "YES" indicates acceptance, while circling "NO" denotes non-acceptance.

YES \_\_\_\_\_

NO \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

## XV. RELATED PARTY DISCLOSURE FORM

Caldwell County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Caldwell County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who employs any of the following is required to disclose the relationship on this form:

- Current Caldwell County employee (including elected or appointed official) (Complete Section A)
- Former Caldwell County employee who has been separated from Caldwell County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

### Section A: Current Caldwell County Employee

Employee Name

Title

### Section B: Former Caldwell County Employee

Employee Name

Title

Date of Separation from County

### Section C: Person Related to Current or Former Caldwell County Employee

Caldwell Employee/Former Caldwell Employee Name

Title

Name of Person Related

Title

Relationship

### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<b>Person</b>	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Caldwell County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



## **XVI. CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES**

Pursuant to Texas Government Code §809.051, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. "Boycott" means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) 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 (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

## **XVII. CERTIFICATION TO NOT BOYCOTT ISRAEL**

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott" 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.

Violation of this certification may result in action by the Department.

## **XVIII. CERTIFICATION REGARDING DISCLOSURE OF PUBLIC INFORMATION**

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least \$1 million in public funds must:

- 1) preserve all contracting information\* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
- 2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
- 3) on completion of the contract, either:
  - a. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
  - b. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

\* As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

- 1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- 2) solicitation or bid documents relating to a contract with a governmental body;
- 3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- 4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- 5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

## **XIX. CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS**

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
- 2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.