



CASS COUNTY  
AUDITOR'S OFFICE  
PO BOX 299  
LINDEN, TEXAS 75563

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REQUEST FOR PROPOSALS

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**RFP #26-0002**  
**PARKING LOT RESURFACING, SEALING, AND STRIPING**  
**AT THE CASS COUNTY JUSTICE CENTER**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**  
**11:00 AM on Thursday, May 28<sup>th</sup>, 2026**

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**PROPOSAL SUBMISSION**

**PURPOSE:**

Cass County is soliciting sealed proposals from qualified contractors for the resurfacing, sealing, and striping of the parking lot at the Cass County Justice Center. The project includes restriping of all standard spaces, fire lanes, and designated handicapped parking areas. The parking lot is approximately **125,000 square feet**.

**DEADLINE:** Completed proposals must be received in the Cass County Auditor's Office on or before **11:00 AM on Thursday, May 28<sup>th</sup>, 2026**. Proposals will be publicly opened immediately thereafter in the Cass County Auditor's Office (2nd floor) in the Cass County Justice Center Courthouse, 604 Hwy 8N, Linden, Texas, 75563.

In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, Proposals will be received and opened the following business day at the designated time and place stated herein. For example, if Proposals are due on Thursday at 11:00 a.m. and the County is closed on Thursday for bad weather or an unforeseen event, the Proposals will be accepted until Friday 11:00 a.m.

**METHOD:** Only sealed proposals may be hand delivered or mailed to:

*Cass County Auditor's Office (located on the 2nd Floor of Cass County Justice Center)*  
604 Hwy 8N  
Linden, TX 75563

PO Box 299  
Linden, TX 75563

**FAX/EMAIL:** Facsimile and electronic mail submissions **are not** acceptable.

## PROPOSAL REQUIREMENTS

**SUBMITTAL:** Please address the Proposals to Cass County with the Respondent's name, address, and proposal name (Parking Lot Bids) clearly marked on the outside. **If an overnight delivery service is used**, the Respondent's 's name, address, and proposal name should be clearly marked on the outside of the delivery service envelope.

Respondents are responsible for checking the County's electronic website for any changes to the Proposal documents, such as addenda, clarifications and questions located at <https://www.co.cass.tx.us/page/cass.CountyAuditor>. The County can only guarantee the accuracy and completeness of information on the county website. **If another agency or construction data website references this project, please also refer to the county website mentioned above to verify completeness of the data.**

### **GENERAL INFORMATION:**

#### **Scope of Work**

The selected contractor will be responsible for:

- Cleaning and preparing the existing parking lot surface
- Resurfacing approximately 125,000 sq. ft. of asphalt
- Applying sealcoat to the resurfaced area
- Striping all parking spaces, fire lanes, and ADA-compliant handicapped parking
- Ensuring all markings meet applicable state and federal standards
- Coordinating work to minimize disruption to Justice Center operations

#### **Contractor Requirements**

- Demonstrated experience in commercial or government asphalt resurfacing projects
- Proof of insurance and bonding
- Compliance with all applicable codes, regulations, and ADA requirements
- Ability to complete the project within the proposed timeline

**REFERENCES:** Cass County requires Respondent to supply a list of references where like services have been supplied by their firm.

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**FORMS:** All proposals will be submitted on the forms provided in this proposal document. Changes to proposal forms made by Respondent may disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

**LATE PROPOSAL:** Proposals received after submission deadline will be returned to the Respondent as they are considered void and unacceptable. Cass County is not responsible for lateness of mail, courier service, etc.

**WITHDRAWAL OF PROPOSAL:** A Respondent may withdraw a proposal that has been submitted at any time up to the proposal opening due date and time. To accomplish this, a written request signed by an authorized representative of the Respondent shall be submitted to the proposal contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of sixty (60) days after the proposal opening.

**COMMISSIONERS' COURT** No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the

County Judge, and fully executed by both parties. Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

## **AWARD OF CONTRACT**

**AWARD OR REJECTION:** The County may reject any or all proposals. The County may waive any informality or irregularity.

**RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS** It is the responsibility of the prospective Proposer to review the entire request for Proposal packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Proposal opening. Proposers are to submit their Proposal as specified herein or propose an approved equal.

**SUBSTITUTES/ DESCRIPTION OF MATERIALS AND EQUIPMENT** Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Proposer, by submission of its Proposal, certifies that if awarded any portion of this procurement, the Proposer will supply only material and equipment that is 100% asbestos free.

**EXCEPTIONS TO PROPOSAL CONDITIONS** The Proposer will list on a separate sheet of paper any exceptions to the conditions of this request for Proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

The Proposer must specify in its Proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Proposers.

**AWARDED PRICES** During the contractual period of the resultant contract, any prices submitted by the respondent shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

Proposal pricing will be either lump sum or unit prices as shown on the Proposal sheets if included. The net priced items will be delivered to Cass County, including all freight, shipping, and delivery charges.

Cass County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, the Proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Cass may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Cass. Prices paid by the County of Cass shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**PRE-PROPOSAL CONFERENCE** A pre-Proposal conference for the purpose of discussing contract requirements and answering questions of prospective Proposers may be conducted in this procurement. A pre-Proposal conference may be mandatory or voluntary. If the pre-Proposal conference is mandatory, then the County is authorized to condition acceptance of a Proposal on compliance with attendance. The Special Provision section of this procurement shall specify if a pre-Proposal conference is to be held and shall specify whether the pre- Proposal conference is mandatory or voluntary. Regardless of whether the pre-Proposal conference is mandatory or voluntary, only a principal, officer, or employee of the Proposer may represent the Proposer at the pre-Proposal conference and no person may represent more than one Proposer at the pre-Proposal conference

**SIGNATURE OF PROPOSALS** Each Proposal shall give the complete name of the Proposer and the mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each Proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Proposal response sheets may disqualify the Proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the Proposal on behalf of the Proposer and to sign the Proposal sheets and contract under the terms and conditions of this Request for Proposal and to bind the Proposer hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

**AWARD OF PROPOSALS - EVALUATION CRITERIA AND FACTORS** The award will be made to the responsible Proposer whose Proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.

The award of this contract shall be made to the responsible Respondent(s) whose qualifications and proposal are determined to provide the best value for the County based on the published selection criteria below, in accordance with the Texas Local Government Code, Chapter 262.

<b>CRITERIA</b>	<b>WEIGHT</b>
Cost (Proposal Form)	40
Experience/Qualifications	30
Project Understanding and Methodology	15
Compliance with RFP Requirements	15

"Lowest and best" means a Proposal or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best Proposal for a contract for the purchase of earth-moving, material- handling, road maintenance, or construction equipment, the Commissioners' Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best Proposal for a contract for the purchase of road construction material, the Commissioners' Court may consider the pickup and delivery locations of the Proposers and the cost to the county of delivering or hauling the material to be purchased. The Commissioners' Court may award contracts for the purchase of road construction material to more than one Proposer if each of the selected Proposers submits the lowest and best Proposal for a particular location or type of material.

Each Proposer, by submitting a Proposal, agrees that if its' Proposal is accepted by the Commissioners' Court, the Proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Proposal, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the Proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court.

Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Cass County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services.

Supplemental agreements are subject to review by the County's legal counsel prior to being signed by the County's authorized representatives.

The County of Cass reserves the right to accept Proposals on individual items listed, or group items, or on the Proposal as a whole; to reject any and all Proposals; to waive any informality in the Proposals; to disregard Proposals that are not submitted timely; to disregard the Proposals of Proposers determined to be not responsible; and to accept the Proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written Proposal.

In determining and evaluating the best Proposal, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Proposals in whole or in part received by reason of this Request for Proposal and may discontinue its efforts under this Request for Proposal for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose Proposal does not meet the mandatory requirements set forth in this request for Proposal will be considered non-compliant.

The invitation to submit a Proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special specifications which follow, the Proposal sheets, forms, and any addenda issued are all considered part of the Proposal and resultant contract.

Each Proposer, by submitting a Proposal, agrees that if its Proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this request for Proposal and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Proposals to the lowest responsive and responsible contractor, whose Proposal complies with all the requirements in the request for Proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Cass and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

**PROPOSAL PROTEST:** Any Respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the named contacts above within ten (10) business days after proposal award. The formal written protest must identify the name of the Respondent contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation

**PUBLIC INFORMATION ACT (f/k/a Open Records Act)**

The Proposer acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

**If Proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade secret, or confidential. By the submission of its Proposal, Proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that Proposer considers confidential, proprietary, and/or trade secret.**

In the event the County receives a request for information under the Public Information Act seeking information that the Proposer has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Proposer of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General - however, the burden is and shall be on the Proposer to submit correspondence to the Attorney General if the Proposer wishes its information to be withheld. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its Proposal, Proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the Proposer;** thus, Proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Proposer wishes to have its' information withheld from public disclosure.

### **RESULTANT CONTRACT**

**Proposer should submit a proposed contract/ agreement with its response. or its sample material terms and conditions for review and consideration.**

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317-200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposer's Proposal, Proposal Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Cass County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Cass County Purchasing Policies and Procedures.

Amendments will also be brought to Cass County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Proposer shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached Proposal, Proposer must sign three (3) original contracts and return all three with their Proposal submittal.

The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted Proposals for the Work covered by this contract.

The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

***To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Cass reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.***

**CONTRACT TERM** The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**COLLATERAL CONTRACT** The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents,

and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the execution or after the completion of the work.

**TERMINATION FOR DEFAULT** Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel shall be null and void and shall be considered as not having been issued or received.

Cass County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs, and attorney fees.

In the event of Termination for Default, Cass County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

- 1 Fails to meet delivery or completion schedules; and/or
- 2 Fails to otherwise perform in accordance with the accepted Proposal and the contract.

**TERMINATION FOR CONVENIENCE** Cass County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

**FORCE MAJEURE** If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome, and which substantially interferes with operations.

**ESTIMATED QUANTITIES** Any reference to quantities shown in the request for Proposal is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**CONTRACTOR INVESTIGATION** Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Proposer shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Proposer receives an award as a result of its Proposal submission in this procurement, the Proposer's failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

**NO COMMITMENT BY COUNTY OF CASS** This request for procurement does not commit the County of Cass to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal in response to this request for Proposal and does not commit the County of Cass to procure or contract for services or supplies.

## **PROPOSAL CONTACTS**

**PROPOSAL QUESTIONS OR REQUEST FOR CLARIFICATIONS:** Any questions or requests for clarification must be submitted to the Cass County Auditor's Office, in writing, to [lauren.ayers@casscountytexas.gov](mailto:lauren.ayers@casscountytexas.gov) prior to **11:00 A.M. on May 28<sup>th</sup>, 2026**. Please indicate "Parking Lot Resurface Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known Respondents who have expressed interest in this proposal. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely on written statements only.

**PURCHASING CONTACTS:**

Cass County Auditor's Office  
PO Box 299  
Linden, TX 75563  
903-756-5067  
[Lauren.ayers@casscountytexas.gov](mailto:Lauren.ayers@casscountytexas.gov)

**FUNDING:** Funds for payment have been provided through the Cass County budget approved by Commissioners Court for the current fiscal year.

**SALES TAX:** Cass County is by statute, exempt from the State Sales Tax and Federal Excise Tax. The County qualifies for exemption from State and Local Sales and Use Taxes pursuant to

the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Respondent or the Respondent's Subcontractors to take advantage of the County's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the County. Sales Tax Exemption Forms are available upon request from the Cass County Auditor's Office.

**ADDENDA:** Any interpretations, corrections, or changes to this Request for Proposal (RFP) will be made by addenda. Sole issuing authority of addenda shall be vested in Cass County Auditor's Office. Addenda will be mailed to all who are known to have received a copy of this RFP. Vendor shall acknowledge receipt of all addenda.

**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 by Cass County Auditor's Office.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. ***The Conflict of Interest Statement is attached (see Appendix C) to this Request for Proposals packet. This form should be completed, signed, and submitted with your Proposal.***

**CERTIFICATE OF INTERESTED PARTIES:** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. ***Information regarding the 1295 Form is attached (see Appendix E) to this bid packet.*** The successful bidder will be required to submit a signed 1295 Form to the County prior to the award of this bid and/or prior to signing a contract with the County.

**ETHICS:** The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cass County prior to an award of contract or during the contract performance dates.

**HOUSE BILL 89 VERIFICATION:** House Bill 89 prohibits governmental entities from contracting with companies who boycott Israel and from investing in companies that boycott Israel. Participants are required to sign form HB 89 Verification Form (see Appendix F)

verifying that they do not boycott Israel, nor do they invest in companies that boycott Israel and will not boycott Israel or invest in companies that boycott Israel during the term of the contract. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

**SENATE BILL 252:** Governmental agencies may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The State Comptroller's Office will publish/maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The County is required to verify prior to entering into a contract.

**DOCUMENTATION:** Respondent shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may make the proposal non-responsive and as a result the proposal may be rejected by the County.

**APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

**INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER, THE COMMISSIONERS COURT OF CASS COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN CASS COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.**

**LIABILITY INSURANCE:** Contractor, the successful bidder shall procure and maintain, with respect to the subject matter of this bid, insurance coverage. The Contractor will maintain, at its expense, insurance with limits not less than those prescribed below that may arise directly or indirectly from work performed under terms of this bid. The Contractor must provide the Auditor's Office/Purchasing a Certificate of Insurance with the required coverage upon execution of Agreement. The Contractor must submit a Certificate of Insurance reflecting coverage as follows:

Type of Coverage	Limits of Liability	
a. Worker's Compensation	\$1,000,000	
b. Employer's Liability		
Bodily Injury by Accident	\$1,000,000 Ea. Accident	
Bodily Injury by Disease	\$1,000,000 Ea. Employee	
Bodily Injury by Disease	\$1,000,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
<i>(including premises, completed operations and contractual)</i>		
Aggregate policy limits:	\$2,000,000	

Endorsement for Waiver of Transfer of Recovery Against Others.

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits	No aggregate limit	

The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Cass County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Cass County for liability arising out of operations under the Agreement with Cass County."
- c. "Cass County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Cass County."
- e. Policies and/or endorsements shall show the following address for Cass County as additional insured, and all notices shall be sent to this address:

Auditors Office  
 PO Box 299  
 Linden, TX 75563

Workman's Compensation .....\$1,000,000

**WORKERS' COMPENSATION INSURANCE COVERAGE:**

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity. Contractor shall require all subcontractors to maintain Workers' Compensation Insurance coverage on their employees and to otherwise comply with the provisions set forth below.

A. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Project.
- (2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any

entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the Duration of the Project.
- C. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- D. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Project, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning work on the Project, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services on the Project; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Project.
- F. The Contractor shall retain all required Certificates of Coverage for the Duration of the Project and for three years thereafter.
- G. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services on the Project.
- H. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- I. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project and all persons providing services on the Project will be covered by workers' compensation coverage for the Duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- J. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement.** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain, or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain

insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement terminated if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**PREVAILING WAGES:** Cass County requires that Contractors utilize the Davis-Bacon Act in determining prevailing wages. The Davis-Bacon Act applies to federally funded or assisted projects. The Contractor and its subcontractors shall be required to pay the prevailing wage rate based on the Davis-Bacon wage rates applicable to Cass County, Texas at [www.wdol.gov](http://www.wdol.gov).

A. **Forms**

1. W9 - Appendix A
2. Texas Public Information Act – Appendix B
3. Conflict of Interest – Appendix C
4. Debarment Certification – Appendix D
5. HB89 Verification Form – Appendix F
6. References – Appendix G



**SIGNATURE OF ACCEPTANCE:** By the signature hereon affixed, the proposer hereby certifies that neither the proposer nor the entity represented by the proposer, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the proposal opening with any competitor or any other person engaged in such line of business.

The below signature also indicates the following:

- Person or person's interest in this proposal as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- The proposer is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements.
- The proposer confirms that they have read this entire proposal document and agrees to the terms stated herein.
- In the event that the proposal is awarded to more than one supplier, the proposer signing this proposal agrees that the prices submitted within this proposal shall not be changed.
- **Addenda \_\_\_\_\_ through \_\_\_\_\_ have been taken into account as part of this proposal.**

The undersigned, by their signature, represents that they are authorized to bind the proposer to fully comply with the terms and conditions of the attached Invitation for Proposal, Specifications, and special provisions stated herein for the amount(s) shown on the accompanying proposal form.

<b>Full Legal Name of Company</b>	
<b>Address</b>	
<b>County, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>After Hours Phone or Cell Phone Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**  
**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

\*PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT (Form is also included, Appendix A)

## **APPENDIX A**

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## APPENDIX B



**Texas Public Information Act  
Steps To Assert Information Confidential or Proprietary**

**All Proposals, data, and information submitted to Cass County are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.**

**On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Proposal sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.**

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

**In the event a request for public information is filed with the County which involves your submission, you will be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.**

**In signing this form, I acknowledge that I have read the above and further state:**

- The proposal/Proposal submitted to the County **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
  
- The proposal/Proposal submitted **contains confidential information** which is labeled and which may be found on the following pages:

\_\_\_\_\_ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

# APPENDIX C

## CASS COUNTY CONFLICT OF INTEREST STATEMENT

### INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

#### **What vendors/persons are subject to Chapter 176?**

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.
- An 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.
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12-month period preceding the date a contract is executed or a contract is being considered; or

(2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12-month period preceding the date a contract is executed or a contract is being considered.

#### **What triggers the requirement to file a “conflict of interest questionnaire”?**

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or Proposals, correspondence, or writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted.

#### **To what type of contracts does the bill apply?**

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

#### **When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or Proposals, correspondence, or another writing related to a potential agreement with a County, or (c) becomes

aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

### **What has to be revealed?**

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

### **How do I go about filling out the Conflict of Interest Questionnaire form?**

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.

2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, Proposal or response to the County of Cass or begins contract discussions or negotiations with the County.

3. Complete this Section by listing the name of the local government officer (member of County Council or County Manager) with whom there is an affiliation to or business relationship with and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (County Council or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.

6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.

7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

## APPENDIX D



### **Certification Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this Proposal and/or application 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 government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this Proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the Respondent is unable to certify to all of the statements in this Certification, such Respondent should attach an explanation to this proposal.

## APPENDIX E



### **CERTIFICATE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County. The successful bidder will be required to complete and print the form via the Texas Ethics Commission's website at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The "identification number" to be used on the 1295 form for this procurement is:

***RFP 26-0002***

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

## APPENDIX F



### House Bill 89 Verification Form

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, do hereby depose and verify  
under oath that the company named-above, under the provisions of Subtitle F, Title  
10, Government Code Chapter 2270:

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

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit 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.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

\_\_\_\_\_  
DATE

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

# APPENDIX G

## REFERENCES

Include below five references:

### Reference #1

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

Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of Service: \_\_\_\_\_  
\_\_\_\_\_

Dates of Service: \_\_\_\_\_  
Costs: \_\_\_\_\_

### Reference #2

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

Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of Service: \_\_\_\_\_  
\_\_\_\_\_

Dates of Service: \_\_\_\_\_  
Costs: \_\_\_\_\_

### Reference #3

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

Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of Service: \_\_\_\_\_  
\_\_\_\_\_

Dates of Service: \_\_\_\_\_  
Costs: \_\_\_\_\_

Reference #4

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

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Description of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Costs: \_\_\_\_\_

Reference #5

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

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Description of Service: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Costs: \_\_\_\_\_

## APPENDIX H



### **CASS COUNTY** **MASTER SERVICE AGREEMENT**

This Agreement entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CASS COUNTY and \_\_\_\_\_ ("Company"). In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### **1. SCOPE OF AGREEMENT**

This Agreement incorporates the terms and conditions of the Company's Proposal dated \_\_\_\_\_, attached hereto and incorporated herein for all purposes as "Attachment A". In the event of a conflict among the terms of this Agreement and the attachment, the term most favorable to the County, in County's sole discretion, shall control.

#### **2. TERM OF AGREEMENT; TERMINATION**

This Agreement shall be effective upon proper execution by the County. It shall be effective from \_\_\_\_\_, through \_\_\_\_\_. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.

The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

#### **3. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

#### **4. ASSIGNMENT**

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

## **5. INDEMNIFICATION**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CASS COUNTY, AND HOLD HARMLESS THE CASS COUNTY, REPRESENTATIVES OF THE CASS COUNTY, THE COMMISSIONERS COURT OF CASS COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN CASS COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH CASS COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.**

## **6. INSURANCE**

Your COMPANY agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement.

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:

a) A Waiver of Subrogation in favor of the Cass County, form WC 420304

b) A 30-day Notice of Cancellation/Material Change in favor of the Cass County, form WC 420601

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:

a) Independent Company's coverage

b) Cass County listed as additional insured

c) 30-day Notice of Cancellation in favor of Cass County

d) Waiver of Transfer Right of Recovery Against Others in favor of Cass County

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of CASS COUNTY:

a) Waiver of Subrogation endorsement TE 2046A

b) 30-day Notice of Cancellation endorsement TE 0202A

c) Additional Insured endorsement TE 9901B

Your COMPANY must complete and forward a certificate of insurance to the CASS COUNTY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. Your COMPANY shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the CASS COUNTY. Approval of insurance by the CASS COUNTY shall not relieve or decrease the liability of the COMPANY hereunder.

The COMPANY'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the CASS COUNTY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Cass County Auditor  
PO Box 299  
Linden, TX 75563

The "other" insurance clause shall not apply to the CASS COUNTY where the CASS COUNTY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both CASS COUNTY and your COMPANY, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. Your COMPANY shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The COMPANY shall provide CASS COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, your Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

CASS COUNTY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as your COMPANY.

Your COMPANY shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

Your COMPANY shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of your COMPANY.

7. **PAYMENT AND PERFORMANCE**

Payment for services described in this agreement are to be made as follows: Payment is due timely according to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

8. **VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW**

Any suit or claim or cause of action regarding this Agreement shall be brought in Cass County, Texas, as the choice or venue and jurisdiction and site of performance by the parties. The prevailing party in such an action may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fee. The parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs being shared equally by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

9. **ETHICAL CERTIFICATION**

Company certifies that neither it nor any of its agents or employees have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

COUNTY  
Cass County

COMPANY  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

R. Travis Ransom

Title: County Judge

Title: \_\_\_\_\_