

# **County of Hunt**

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401-1097



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

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## **REQUEST FOR QUALIFICATIONS**

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### **“ARCHITECTURAL SERVICES”**

### **FOR HUNT COUNTY**

### **RFQ #236-23**

**QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:**  
**10:00 A.M. on Monday**  
**June 12, 2023**

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Hunt County seeks to procure architectural services as a professional service that may be used over a 5-year period for various projects. Selection will result in a pre-qualified list of Architectural firms expected to provide comprehensive professional services to Hunt County on an as needed basis over the next five (5) years. Hunt County is requesting qualifications from experienced Architects related to new and renovation projects with a proven track record. At a minimum, Hunt County desires Architects that demonstrate three (3) years of experience in the government sector for projects below \$5 million and five (5) years' experience in the government sector for projects greater than \$5 million.

### **QUALIFICATION SUBMISSION**

**DEADLINE:** Completed qualifications must be received in the Hunt County Purchasing Office on or before **10:00 a.m. on June 12, 2023**. Qualifications will be opened immediately thereafter in the Hunt County Purchasing Office, 2507 Lee Street, Room 104, Greenville, TX 75401.

In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, Qualifications will be received and opened the following business day at the designated time and place stated herein. For example, if Qualifications are due on Monday at 10:00 a.m. and the County is closed on Monday for bad weather or an unforeseen event, the Qualifications will be accepted until Tuesday, 10:00 a.m.

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

Hunt County Purchasing Department  
2507 Lee Street, Room 104  
Greenville, Texas 75401

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

## **REQUEST FOR QUALIFICATION REQUIREMENTS**

**SUBMITTAL:** One (1) Original and Five (5) copies shall be submitted. The qualifications should be marked “original” or “copy”. A “complete qualification packet” consists of all the required qualification documents with appendices filled out and signed. **All copies must have the same attachments as the original.**

Please address the Qualifications to Hunt County with the Respondent’s name, address, qualification name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used,** the Respondent’s name, address, qualification name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

**DEBARMENT CERTIFICATION:** All participants are required to sign a certification or acknowledgement stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. **(See Appendix C) This form must be signed and submitted with your Qualification.**

**REFERENCES:** Hunt County may require Respondent to supply a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. **(See Appendix D).**

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

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

## AWARD OF CONTRACT

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

**CONTRACT:** This qualification, when properly accepted by Hunt County, shall constitute a contract equally binding between the successful Respondent and Hunt County. The successful Respondent may be required to sign an additional agreement containing terms necessary to ensure compliance with the qualification.

**CONTRACT ADMINISTRATION:** After the award, Chris Kilmer, Hunt County Facilities Director, phone (903) 408-4225 shall be the contract administrator/Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator/ODR will serve as liaison between Hunt County and the successful Respondent.

**CONTRACT PERIOD(S):** Pre-Qualified List shall commence on July 1, 2023 and shall continue through June 30, 2028.

## RFQ CONTACTS

**RFQ QUESTIONS OR REQUEST FOR CLARIFICATIONS:** Any questions or requests for clarification must be submitted to the Hunt County Purchasing Office, in writing, to [clowny@huntcounty.net](mailto:clowny@huntcounty.net) and [lharkey@huntcounty.net](mailto:lharkey@huntcounty.net) prior to **2:00 P.M. on Tuesday, May 30, 2023**. Please indicate "RFQ #236-23, 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 request for qualification. Unauthorized contact regarding this Request for Qualification with any Hunt County employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding for this request for qualification. All Respondents should rely only on written statements only.

**REQUEST FOR QUALIFICATION 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 qualification 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.

## TERMS AND CONDITIONS

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

**SALES TAX:** Hunt 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 Hunt County Auditor's Office or the Hunt County Purchasing Department.

**ADDENDA:** Any interpretations, corrections or changes to this Request for Qualification (RFQ) will be made by addenda. Sole issuing authority of addenda shall be vested in Hunt County Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this RFQ. 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 Hunt County Purchasing Department.

**ASSIGNMENT:** The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFQ, in whole or in part, without the prior written consent of the Hunt County Commissioners.

**CONFIDENTIALITY:** All information disclosed by Hunt County to successful vendor is for the work to be done or information that comes to the attention of the successful vendor during the course of performing work is to be kept strictly confidential.

**COPYRIGHT MATERIALS:** Materials listed in your RFQ submission that are copyrighted shall be listed clearly under a copyrighted materials section within your RFQ submission (**see appendix B**) for more information.

**PURCHASE ORDER:** If required by the Hunt County Auditor's Office a purchase order(s) may be generated to the successful Respondent for items and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:**

Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of a correct invoice to the ordering department for work specified by this Contract. No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the County department making the

purchase. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number, if applicable
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract
- (6) A current W-9 Form filled out and on file with the Auditor's Office

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Hayley Dawson, (903) 408-4124.

If a discrepancy is found on any invoice, the County will contact your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received unless the Respondent has provided discount payment terms. In no circumstances, should any invoice dispute last longer than thirty (30) days.

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

**A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7<sup>th</sup>) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity. *This form should be completed, signed, and submitted with your Qualification.***

### **HUNT 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 \$100.00 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 Hunt 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 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>**

### **CERTIFICATE OF INTEREST PARTIES (FORM 1295):**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies 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. 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.

### **FILING PROCESS:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required

information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the unsworn declaration printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. <https://www.ethics.state.tx.us/tec/1295-Info.htm>, please follow Instructional Video for Business Entities.

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

### **CHANGES TO FORM 1295:**

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete the unsworn declaration.

#### **What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contracts exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract.
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, \*
- a contract with an electric utility, as the term is defined by Section 31.002, Utilities Code\*or
- a contract with a gas utility, as the term is defined by Section 121.001, Utilities Code\*

The newly exempt contract types are marked with an asterisk.

#### **Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?**

In 2017, the legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unworn declaration, including the date of birth and address of the signatory replaced the notary requirement that applied to contracts entered into before January 1, 2018.

#### **Will my date of birth and address appear on TEC's website when I file the form?**



No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. 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.

**ORGANIZATION NAME – HOUSE BILL 89 VERIFICATION:**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a county) may not enter in a contract with a company for goods or services unless the contract contains written verification from the company that: (i) it does not Boycott Israel; and (ii) 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.

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

1. Is between a governmental entity and a company with 10 or more full-time employees; and
2. Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

**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 Hunt County prior to an award of contract or during the contract performance dates.

**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 request for qualification response, all

documentation required by this request for qualification. Failure to provide this information may make the qualification non-responsive and as a result the qualification may be rejected by the County.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, completion and acceptance of services or default. Hunt County reserves the right to terminate this contract immediately in the event the successful vendor fails to:

1. meet delivery or completion schedules, or
2. otherwise perform in accordance with the accepted qualification

Breach of contract or default authorizes the County to award to another offeror, purchase elsewhere and charge the full increase cost to the defaulting offeror.

Either party may terminate this contract with thirty (30) days written notice prior to either party stating cancellation. The successful vendor shall state therein the reasons for such cancellation. Prior written notice shall be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other part at the address on the affidavit for the contractor or to Hunt County Purchasing Department, 2507 Lee Street, Room 104, Greenville, TX 75401.

**PERFORMANCE OF CONTRACT:** Hunt County reserves the right to enforce the performance of this contract 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 this contract.

**DISPUTES:** The parties agree that, in the event of a dispute or alleged breach subject to termination for above, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management prior to resorting to litigation, other than disputes involving confidentiality or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in any forum). Any disputes arising under this agreement that cannot be successfully resolved by the parties within seven (7) business days may be settled by appropriate legal proceedings. The rights and obligations described herein shall survive completion of and final payment under this agreement. This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Hunt County, Texas.

**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 HUNT COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN HUNT 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.

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

**COMPLIANCE WITH LAWS:** The successful Respondent shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this qualification including the TEXAS HAZARD COMMUNICATION ACT.

## SCOPE OF WORK

**Services:** The Architectural services may include any portion of the following:

**Note:** The use throughout this document is meant to be inclusive of all delivery methods.

**Typical architectural services may include the following:**

- Initial planning and site review: Review existing documentation before commencing design, verify existing conditions related to the existing facilities and at the proposed site; verify the accuracy of the record documentation obtained; and utilize this information in the preparation of the design documents.
- Prepare a detailed work plan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the County. Make modifications and updates to the work plans as requested by the County.
- Develop program and preliminary project design criteria.
  - The design of the project shall meet all relevant requirements of the applicable jurisdictions, codes and regulations, such as those of the local Fire Departments, State of Texas Building Codes, and Americans with Disabilities Act, and others, as required.
  - Have prior Detention Center design experience in accordance with Texas Jail Commission Standards
  - The design firm will make formal project design presentation to the County Commissioners and Departments as directed.
  - Provide design, procurement and construction phase services potentially including: Programming, Schematic Design, Design Development, Construction Documents, Plan Check, Local Agency Plan Check, (as required), Bid Phase Support, Construction Administration and Close Out. Documents may require phasing depending on the project need.
- Coordinate design activities with stakeholder group and Hunt County staff.
- Prepare preliminary site plans, renderings and other perspective drawings.
- Submit design documents to the County and other agencies and/or utility providers as required for plan checks, approvals and close-out certification.
- Provide construction administration services to include response to RFPs, shop drawing submittals, recommend approval of payments, observe construction, attend project meetings, participate in the change order and commissioning process, generate punch list and follow-up, review and approve contractor submitted close-out documents.
- The design firm shall work closely and in cooperation with the Commissioners Court.

**TIMELINE:**

This is a tentative timeline through contract award:

Deadline for Questions:	May 30, 2023 @ 10:00 a.m.
Qualifications Due:	June 12, 2023 @ 10:00 a.m.
Evaluation Committee Selects Contractors for Pre-Qualified List	June 14, 2023
Approval of Pre-Qualified List by Court	June 23, 2023

Please note: This calendar is subject to change, and those Respondents submitting qualification shall have the capacity to start service delivery and be fully operational on July 1, 2023. Failure to be operational within the required time period could result in the award being rescinded.

**COST OF PARTICIPATION:**

Hunt County specifically disclaims responsibility and/or liability for any and all costs, expenses, or claims related to or arising out of the Respondent's participation in this RFQ process, including but not limited to costs incurred as a result of demonstrating, preparing, copying, shipping, presenting and/or clarifying the qualification and the information relevant to the qualification.

**RESPONDENT RESPONSIBILITY:**

It is the responsibility of each Respondent before submitting a qualification to:

1. become familiar with any local conditions that may affect cost, progress, performance, etc.;
2. consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work;
3. study and carefully correlate vendor's knowledge and observations with the RFQ documents and such other related data; and
4. promptly notify the Hunt County Purchasing Department of all conflicts, errors, discrepancies which vendor has discovered in or between the RFQ documents and such other related documents.

**INSURANCE:**

The firm shall carry insurance in the types and amounts indicated below for projects. However, subject to change based on size, scope & cost of project.

**Professional Liability Insurance:** Firm shall maintain professional liability (errors & omissions) insurance to protect the firm against claims for damages resulting from incidents which may arise during and through the completion of projects.

If written on a "Claims-Made" form, Firm agrees to maintain a retroactive date equivalent to the inception date of a contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of a project. Firm will be responsible for furnishing certification of coverage for 2 years following project/contract completion.

1. Worker's Compensation	Statutory Limit
2. Employer's Liability:	
a. Each Accident	\$500,000.00
b. Disease, Policy Limit	\$500,000.00
c. Disease, Each Employee	\$500,000.00

3. General Liability:	
a. Each Occurrence (Bodily Injury And Property Damage)	\$1,000,000.00
b. General Aggregate	\$2,000,000.00
4. Excess or Umbrella Liability:	
a. Each Occurrence	\$2,000,000.00
b. General Aggregate	\$2,000,000.00
5. Automobile Liability:	
a. Bodily Injury:	\$ - -
Each Accident:	\$ - -
b. Property Damage:	
Each Accident	
-or-	
c. Combined Single Limit	
(Bodily Injury and Property Damage) Each Accident	\$500,000.00
6. Professional Liability	
a. Amount	\$1,000,000.00
b. Deductible	\$25,000
c. Effective Through:	

The chosen firm must complete and forward a certificate of insurance to Hunt County before a contract is executed as verification of coverage required in table above. The firm shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by Hunt County.

#### **BASIS OF RECOMMENDATION FOR PRE-QUALIFIED LIST**

The evaluation and recommendation for the Architectural Services Pool will be a single-stage criteria process.

1. Evaluation will be based on analysis principally focusing on specific experience and qualifications. Architectural Services pool will be recommended based on criteria regarding qualifications, experience, compliance, demonstrated competence as well as the best interests of the County as determined by the committee.
2. The committee will provide a recommendation to the Commissioners Court, for firms to be included in the 5-year Architectural Services Pool.
3. Oral interviews *may* be conducted with the top firm(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by the County and are at the sole discretion of the Respondent.

The County reserves the right to reject any and all qualifications submitted and to waive any informalities in qualifications received. The County also reserves the right to request additional information from Respondents. The award will be made to the firm which, in the opinion of the County, is the best qualified to assist the County in accomplishing its objectives. The County reserves the right to negotiate a contract with the selected Respondent.

**SERVICE AGREEMENT:** If selected for a project, the Successful Respondent shall be required to execute a Master Services Agreement like the sample agreement attached and shall be required to provide the insurance as outlined therein. No changes to the attached agreement shall be allowed. (Appendix H)

By submitting a qualification, the Respondent is acknowledging the insurance requirements found in the attached agreement, and the Respondent is asserting that, if awarded, your firm can comply with all insurance requirements as specified therein within 10 days of a signed agreement.

## **INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS**

Each qualification shall contain all the items listed below. Submittals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirement of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs. Incomplete submittals may be rejected in technical review by the Evaluation Committee.

All submittals shall be in the form and formatted as specified in this RFQ. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed "non-responsive" by the evaluation committee and eliminated from further consideration.**

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page dated **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.
2. **Table of Contents.** A **Table of Contents** of the material contained in the proposal should follow the Cover Letter.
3. **Executive Summary.** The **Executive Summary** should contain an outline of your general work plan and a brief summary of approach and qualifications to engage in a professional relationship with Hunt County.
4. **Experience.** Provide any professional registration, certifications, and affiliations for the firm. The Respondent shall provide examples of experience and skills that will meet the County's design needs. Describe your experience with Government projects and more particularly county projects. Include the scope of work performed within the last five (5) years.

- a. **Sample Projects.** Provide sample projects that represent the work scope, value, and type of project for which the Firm would like to be considered. Include one project photo, name the Architect of Record and the Project Manager (if different). Clarify the role played by the proposing Firm on the project: for example, Firm was Architect of Record, provided programming services, provided design or criteria services or Firm has identified a project a current employee worked on while with a different firm, etc. Indicate the project value, overall change order percentage, whether the schedule was met, or a time extension was required. Indicate project start and finish dates or anticipated completion, if not yet completed. Provide primary owner and Inspector of Record contact names and phone numbers for each listed project.
  - b. **Project Size.** Indicate the project size or sizes the firm is willing to bid on, identify by category. Category 1 are projects less than \$1,000,000, Category 2 projects vary from \$1,000,000 to \$10,000,000, and Category 3 projects are in excess of \$10,000,000. Firms are not required to select all three categories and will be placed in each pool Category they successfully compete into during the RFQ selection process.
  - c. **Financial Standing.** Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.
  - d. **Texas Licensed.** Evidence that the Firm is legally certified to conduct business in the State of Texas for the services offered and experience with government facilities and processes.
  - e. **Locations.** If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated.
5. **Delivery.** Describe your firm's experiences with the type(s) of delivery methods the County will be using, i.e., competitive bidding method, competitive sealed proposal method, and identify which, if any, are preferred.
  6. **Claims.** Provide information on any claim issue you may have been involved in during the last five (5) years. The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled, or judgments entered within the last five (5) years.
  7. **Personnel.** This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:
    - a. Number of qualified in-house staff.
    - b. All personnel assigned to County projects, employees, sub-consultants, or subcontractors must:
      - I. Possess the minimum qualification to perform the services required.
      - II. Have knowledge and understanding of terms and conditions, major services and activities required to perform services required.
      - III. Have a minimum of three (3) years of directly related experience.



- c. Include resumes of personnel that might be proposed on future projects, including years of experience and more specifically with government agencies. Directly link staff participation with referenced projects. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held.
  - d. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.
8. **Services.** Define which services are anticipated to be provided in-house and those for which you will hire sub-consultants. Provide the name and professional qualifications of personnel that might be incorporated into future proposals. Identify the number of years or projects the Firm has worked with each sub-consultant. (One (1) page maximum per consultant).
9. **Additional Data.** Provide additional information about the firm as it may relate to this RFQ. Indicate ongoing professional education of staff and total number of permanent employees.
10. **References.** This section of the proposal permits firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the firm and any sub consultants included in the proposal (**see appendix D**)  
This section may also include letters of recommendation or testimonials.

Responses to the RFQ should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your firm.

**A. Forms**

- 1. W9 - Appendix A
- 2. Texas Public Information Act – Appendix B
- 3. Debarment Certification – Appendix C
- 4. References – Appendix D

**SIGNATURE OF ACCEPTANCE:** By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, 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 Qualification 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 Qualification as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the Qualification.
- The Respondent is acknowledging the Conflict-of-Interest Clause and agrees to follow necessary requirements.
- The Respondent confirms that they have read this entire Qualification document and agrees to the terms stated herein.
- In the event that the Qualification is awarded to more than one supplier, the Respondent signing this Qualification agrees that the prices submitted within this Qualification will not be changed.
- **Addenda\_\_\_\_\_ through\_\_\_\_\_ have been taken into account as part of this Qualification.**

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

<b>Full Legal Name of Company</b>	
<b>Address</b>	
<b>City, 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 QUALIFICATION**

**COOPERATIVE PURCHASES:** Will Respondent permit other government entities to purchase additional quantities at submitted Qualification prices listed in this contract, if awarded, under the same terms and conditions?

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

Information pertaining to cooperative purchases is found in the Texas Government Code Title 7 Intergovernmental Relations, Chapter 791, Interlocal Cooperative Contracts.

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

**Fillable W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

**Remit to address (if different from above):**

Address #1: \_\_\_\_\_  
Address #2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

# APPENDIX A

<b>Form W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>																				
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"/> Other (see instructions) ▶ _____																					
	<input type="checkbox"/> Exempt payee																					
	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)																						
<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> on page 3. <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> </table>			Social security number																			
Social security number																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> </table>			Employer identification number																			
Employer identification number																						
<b>Part II Certification</b> 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).																						
<b>Certification instructions.</b> 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 ▶ _____																					
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.																						
<b>Purpose of Form</b> 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.																						
<b>Note.</b> 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. <b>Definition of a U.S. person.</b> 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). <b>Special rules for partnerships.</b> 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 Qualifications or qualifications, data, and information submitted to the Hunt 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 Qualification 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 Request for Qualification 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: \_\_\_\_\_

## **HUNT 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:

(3) 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

(4) 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 \$100.00 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:

9. 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.

10. 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 Hunt or begins contract discussions or negotiations with the County.

11. 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 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.

12. 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.

13. 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.

14. 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.

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

16. 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>**

## APPENDIX C



### 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 D



### 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: \_\_\_\_\_

**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

Hunt County

COMPANY

\_\_\_\_\_

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

Bobby W. Stovall

Title: County Judge

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

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

<p>VENDORS OWING TAXES</p>
--------------------------------

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date proposals/proposals are due. Contractors with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Hunt County Tax Office website — [www.hctax.info](http://www.hctax.info). Prior to submitting a proposal, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all proposals, proposals, quotations and contracts due on or after January 1, 2008.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

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- (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.



## Organization Name Israel Boycott Verification

I, \_\_\_\_\_, the undersigned  
representative of \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as company) being  
an adult over the age of eighteen (18) years of age, after being duly sworn by the  
undersigned notary, do hereby depose and verify under oath that the company named-  
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

*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, but does not include a sole proprietorship.*

*Pursuant to Section 2270.001, Texas Government Code:*

(a) This section applies only to a contract that:

1. *Is between a governmental entity and a company with 10 or more full-time employees; and*
2. *Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.*

## Israel Boycott Verification

\_\_\_\_\_  
DATE

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date