Bastrop County

REQUEST FOR PROPOSALS

Proposal Reference Number: RFP 24BCP07A

Project Title: Bastrop County Branding and Tourism Marketing

Proposal Closing Date: 2 :00 P.M. (CST), August 13, 2024

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Bastrop County

Request for Proposals

1. Introduction

A. Project Overview: Bastrop County is requesting Proposals with the intent of awarding a contract for the services contained in Appendix A – Scope of Services.

B. RFP Questions:

i. RFP Clarifications: All questions related to requirements, processes or scope of work for this RFP should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a Proposal, of any portion of the Proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and will be uploaded to the Bastrop County website (http://www.co.bastrop.tx.us/page/pur.Proposals). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFP. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iii. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.

C. Notification of Errors or Omissions: Proposers shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.

E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.

F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.

G. Texas Senate Bill 13 (Sb 13): Energy Company Boycotts: If contractor is required to make a verification pursuant to section 2274.002 of the Texas Government Code, contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If the contractor does not make that verification, the contractor must indicate in its response and state why the certification is not required.

H. Texas Senate Bill 19 (Sb 19): Firearm Entities And Trade Associations Discrimination: If contractor is

required to make a verification pursuant to Section 2274.002 of the Texas Government Code, contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If the contractor does not make that verification, the contractor must so indicate in its response and state why the verification is not required.

I. 2 CFR 200: In accordance with PART 200 of the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Bastrop County follows the procurement standards in the Code of Federal Regulations of 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds.

2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposers: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

County of Bastrop ("County"): The County of Bastrop, Texas.

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 1501 Business Park Drive, Bastrop County78602. PH: (512) 581-7110; Fax: (512) 581-4228.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Bastrop County Purchasing Agent is Leon Scaife:
Phone: (512) 581-7110
E-Mail: leon.scaife@co.bastrop.tx.us

Request for Proposal (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. County will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Proposals: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposers has notified the County, in writing, that the Proposal contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.

C. Legal Relations and Responsibilities: Proposers shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Proposers in the course of the administration and performance of the Contract. This information shall be made accessible at Proposer's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.

D. Application: These standard terms and conditions shall apply to all County of Bastrop (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.

E. Requirements: By submitting a Proposal, the Proposers agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Proposal opening.

F. Legal Compliance: Proposers must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Proposers certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Right to Refuse Proposal: The County reserves the right to refuse any and/or all parts of any and or/all Proposals and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

H. Estimated Quantities: If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.

I. Independent Contractor: Proposers agrees that Proposers and Proposer's employees and agents have no employer-employee relationship with County. Proposers agrees that if Proposers is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.

J. Assignments: The rights and duties awarded the successful Proposers shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

K. Liens: Proposers shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Proposers or Proposer's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

L. Gratuities/Bribes: Proposers certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposers, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

M. Financial Participation: Proposers certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

N. Responsiveness of Proposals: The County desires to receive competitive Proposals, but will declare any

Proposal "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.

O. Discrepancies and Errors: In the case of a discrepancy between the unit price and invoice price, the Proposal price (Price per cubic yard) will prevail. The unit based price of a Proposal that has been opened may not be changed for the purpose of correcting an error in the Proposal price.

P. Identical Proposals: In the event two or more identical Proposals are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).

Q. Withdrawal of Proposals: Proposer may withdraw any submitted Proposal prior to the Proposal submission deadline. Proposer may not withdraw once the proposals have been publicly opened, without the approval of the County's Purchasing Agent. Proposer will be allowed to withdraw proposals that contain substantial mathematical errors in extension. However, once a Proposal has been withdrawn, it can no longer be considered.

R. Disqualification of Proposers: The County may disqualify Proposer, and their proposal not be considered, for any of the following reasons: Collusion among Proposer; Proposer's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price Proposal; Proposer's lack of financial stability; any factor concerning the Proposer's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Proposers involved in a current or pending lawsuit with the County; Proposer's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Proposer's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

S. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFP at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for proposal if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.

T. Outstanding Liabilities: Proposer shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposal will be considered non-responsive and not given further consideration if submitted by a Proposer with such outstanding liabilities.

U. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

V. Solicitation Results: The County normally posts solicitation results on-line after proposals are received and approved in Commissioner's Court. The County's website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

W. Control of The Work: Proposers shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Proposal. Proposers must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for Proposals. Failure to promptly notify Bastrop County of any errors or concerns with the scope of

work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

X. Cost of Proposal: The cost of submitting a proposal shall be borne by the Proposer, and the County will not be liable for any costs incurred by a Proposers responding to this solicitation.

4. RFP Withdrawals and/or Amendments

A. RFP Withdrawal: The County reserves the right to withdraw this RFP for any reason.

B. RFP Amendments: The County reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposer that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Proposers is responsible for incorporating any and all modifications and addendums into their Proposals.

5. Proposal Submittal Requirements

A. Submittal Packet – Required Content: Proposers shall submit one (1) original and five (5) copies as well as one (1) electronic copy (flash drive) of materials that demonstrate their experience in performing a project of this scale and complexity. This submittal packet shall be submitted in a sealed envelope with a copy of Appendix A (pages 9-12), a completed, signed and executed copy of Appendix B (pages 13-21), a completed, signed and executed copy of Appendix C (page 22) and a completed, signed and executed copy of Appendix E (page 27).

B. Submittal Deadline: The deadline for submittal of Proposal is 2:00PM (CST) August 13, 2024. It is the Proposer's responsibility to have the Proposal correctly marked and hard-copies delivered to the Bastrop County Purchasing Office. No extensions will be granted and no late proposals will be accepted.

C. Proposals Received Late: Proposer are encouraged to submit their Proposal as soon as possible. The time and date of receipt as recorded in the Bastrop County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late proposals will not be considered under any circumstances.

D. Alterations or Withdrawals of Proposal: Any submitted Proposal may be withdrawn or a revised Proposal substituted if a written notice is submitted to the Bastrop County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Proposers or the Proposer's authorized agent, guaranteeing authenticity. Proposal cannot be altered, amended or withdrawn by the Proposers after the submittal deadline.

E. Proposal Format: All proposals must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Proposals shall be keep to a maximum length of 12 pages. The 12 page limit does NOT include the cover letter or required documents, such as Appendix A, B, C or E. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All proposals shall be mailed or hand delivered to Bastrop County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.

F. Validity Period: Once the submittal deadline has passed, any Proposal shall constitute an irrevocable Proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal on the terms set forth in the Proposal, such Proposal to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

6. Proposal Evaluation and Contract Award

A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Proposals, in accordance with Chapter 262 of the Texas Local Government Code and with the County's purchasing policy. Bastrop County will score all eligible respondents based on the proposal evaluation factors listed in Appendix A. A contract will be awarded to the most qualified proposer that meets all evaluation factors of this request for proposal and provides or meets all requirements set forth by Bastrop County in this RFP. The selected Proposers must NOT be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Proposer's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**

B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, County alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposers or waived by the County, such that the Proposal may be considered for award.

C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposers with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.

D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

E. Unit based price Prices and Extensions: If unit based prices and their extensions do not coincide, the County may accept the price most beneficial to the County, and the Proposers will be bound thereby.

F. Firm Prices: Unless otherwise stated in the specifications, Proposer's prices remain firm for 90 days from date of Proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of Proposal opening, the Contractor and the County may mutually agree to extend the firm price period.

G. Additional Information: County may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

H. Partial Contract Award: County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposer based on the unit prices proposed in response to this request, or to reject any and all proposals and re-solicit for proposals, as deemed to be in the best interest of County.

I. Debarment: The selected Proposers must **NOT** be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Proposer's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

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Appendix A – Scope of Services

1. **Project Title:** Bastrop County Branding and Tourism Marketing

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services, etc. may be directed to Leon Scaife through e-mail at leon.scaife@co.bastrop.tx.us

3. **Proposal Evaluation Factors**

Max Points	Factor
40	Demonstrated experience of firm completing brand development in similar Counties/Cities/Regions
20	Qualifications and experience of the professional personnel assigned to project
20	Proposed Price of Service
10	Consultant's capability to meet time and project budget requirements
5	Creativity of consultant
5	Fit of consultant's brand development methodology with Bastrop County's values, operations and desire for community engagement in process

4. **Key Events Schedule**

Proposal Release Date	July 17, 2024
Deadline for Submittal of Written Questions	5 P M , August 2, 2024
Sealed Proposals Due to and Opened by County	2PM, August 13, 2024
Anticipated Committee Evaluation Review Date	Week of August 19, 2024
Anticipated Award Date	September 2024

5. **Scope of Services**

Project Overview:

Since 2011 the Bastrop County Tourism office has strived to promote the community to visitors, attract community events, and conventions which impact the economy. Bastrop County Tourism office also assists residents, visitors and the general public with any questions or information about Bastrop County. Bastrop County continues to build on our historical and recreational appeal by staying true to our brand, while creating a great infrastructure for any visit. A few of the amenities include welcoming hotels, plenty of entertainment, dining and shopping.

As Bastrop County continues to develop, grow and change the county is seeking assistance of a professional advertising company that has experience in both county and destination marketing categories. The services needed for this campaign include creative, conceptual, multi-media ad production, media planning and buying, social media management, SEO and SEM strategies and implementation, account servicing and general account management.

Bastrop County desires to hire a highly respected, successful brand development firm which specializes in branding Counties/Cities/Regions, to help define the County's strengths and assets, thereby giving the

County a stronger and more viable image and unified message as it markets to attract tourists, events and meetings, business investment, workforce and new residents. It is important the brand promise and subsequent materials work for all of these marketing audiences, as well as to improve the overall image and perception of Bastrop County. The anticipated budget for these requested services is approximately $150,000 for marketing and approximately $60,000 for professional services.

About Bastrop County:

Bastrop County is in the Austin Metropolitan Area and encompasses approximately 895 square miles of Southeast Central Texas. The major thoroughfares that traverse Bastrop County are State Highways 71, 95, 21, 290 and 304. There are three Cities within Bastrop County, and they are Bastrop (the County Seat), Smithville, and Elgin. The Cities of Bastrop, Elgin and Smithville are known as the "Historic Triangle", because they were voted three of the most historical small towns in Texas. There are several other non-incorporated areas within the County that have a significant population of Bastrop County residents.

Bastrop County is currently experiencing a rapid growth in its population. In the 2000 US Census Bastrop County had 57,733 residents, in the 2010 US Census Bastrop County had 74,171 residents and in the 2020 US Census Bastrop County had 97,216 residents. According to the Texas Water Development Board, the population of Bastrop County in 2030 is expected to be approximately 143,212 residents.

Bastrop County promotes itself as the premier destination for indoor and outdoor tourism. Our world-class parks, the Colorado River, golf courses, top ranked fishing lake and nature center attract tourists from all over. Visitors can have fun in the sun by hiking, biking, swimming, kayaking, camping, or canoeing. We also have charming main streets with great shopping, art galleries, boutiques and delicious restaurants.

Scope of Services:

This marketing project will be a collaborative approach by the successful proposer who will:

- Conduct a thorough assessment of the destination offerings, amenities and strategies.
- Create a brand marketing strategy with specific implementation strategies.

Bastrop County currently has a brand that has been successful over the past thirteen years and Bastrop County would like the selected proposer to continue the marketing of this brand. Since this brand is the County's promise to the outside world, it needs to be professionally marketed. The continuation of the brand should be based on intensive research which includes input from both those inside and outside of the community so current perceptions of Bastrop County are understood and addressed with any proposed strategy. Firm will work with the County to recommend implementation of the brand in future marketing efforts.

The primary objectives of this destination brand initiative are:

- Work with Bastrop County and key stakeholders to refine the brand and brand promise that anchors Bastrop County in delivering cohesive messaging and visuals to better market us as a destination for events, meetings/conventions, groups and leisure travelers.
- Create a strategy for effectively communicating our brand to our target markets, stakeholders and visitors (through identity, image and marketing, etc.)
- Budgets for this work will be funding through the Bastrop County HOT Funds with a primary goal of increasing lodging occupancy rates

At this time the County does not have a fixed budget for these services but is requesting the Firm submit a cafeteria style implementation cost with their plan to help create the overall pricing plan. The action plan should consist of three components; Branding, Development and Marketing.

Branding

The selected firm will conduct the needed research and interviews to continue the marketing and refinement of the current Bastrop County brand identity and subsequent template materials including guidelines for long-term use.

Development

The firm will work with the County and its partners to facilitate the brand to insure that it is inclusive and representative of the various public and private organizations which we represent.

Marketing

Additionally, existing and upcoming tourism-related products must be considered in the use of the brand and messaging to reflect the tourism climate of the County.

The branding strategy will be applied to future marketing plan elements including:

- Websites
- Social Media
- Advertising
- Online
- Consumer
- Travel Trade
- Meetings / Conventions
- Billboard
- E-Newsletters
- Tradeshow Booth
- Meeting / Convention Bid Packets
- Promotional Items
- Official Publications: Visitor Guide, Meeting Planner Guide, Tour Planner, Sports Facility Guide, rack brochures, website, social media, etc.
- Other items to be determined

Required deliverables include:

1) Brand action plan which addresses the required three components (branding, development and marketing) including priorities, timeline and implementation strategy. If implementation services are requested from awarded firm, an hourly rate for consulting services should be provided in the implementation strategy.
2) Style guide.
3) Key messages for individual audiences.
4) Design concepts for various applications, including but not limited to web, print, advertising, signage, etc.
5) Accountability plan which measures the success of the branding project.

Additional Submittal Requirements:

1) Cover letter.
2) Company Information: Provide a brief company background, including date founded, company size, locations, current client roster, etc.
3) Project Implementation / Timeline: Provide a timeline of events that will accomplish the requested scope of work.
4) Attach a budget proposal showing the estimated cost for roll out (start to finish) of proposed services. Include a breakdown of cost for each deliverable, including expenses by phases.
5) Project Statement: Describe the applicant's understanding of the goals and objectives, as well as

the approach and philosophy regarding the project.

6) Proposed Project Team Members: Include a description of the organization, an organizational chart, and the primary role and responsibility of each team member. Clearly designate the team leader for this project and the responsibilities of other contributing members.
7) Individual Experience: Include information on the background of key members and detail their specific contributions to past projects, as it relates to this project.
8) Specific Project Experience: Provide examples of similar projects which were successfully executed.
9) Quality Assurance: Provide agency quality assurance procedures and processes applied to ensure desired results.
10) References: At least four (4) client references, for similar projects completed within the past five years. Include the name and telephone number of the contact person. List services provided to each client.
11) Additional information may be provided to support proposer's ability to complete this type of project.

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Appendix B – Proposal Verification

Submittal Checklist: (To determine validity of proposal)

_____Appendix A (Pages 9 through 12) must be included in the proposal submittal
_____Appendix B (Pages 10 through 21) must be signed and included in the proposal submittal
_____Appendix C - Conflict of Interest Form (CIQ Form) (Page 22) must be included in the proposal submittal.
_____Appendix E - HB 89 Verification Form (Page 27) must be included in the proposal submittal.

All proposals submitted to Bastrop County shall include this page with the submitted Proposal.		
RFP Number:	**RFP 24BCP07A**	
Project Title:	**Bastrop County Branding and Tourism Marketing**	
Submittal Deadline:	**2:00 P.M. (CST), AUGUST 13, 2024**	
Submit hard-copies to:	**MAIL:** Bastrop County Purchasing Department: Attn: Leon Scaife 1501 Business Park Drive Bastrop Texas, 78602	**HAND DELIVER:** Bastrop County Purchasing Department: Attn: Leon Scaife 1501 Business Park Drive Bastrop Texas, 78602

Proposer Information:			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Proposer's Point of			
Phone Number:		**Fax Number:**	
E-Mail Address:			

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.

Printed Name and Position of Authorized Representative:_____

Signature of Authorized Representative:_____

Signed this _____(day) of _____(month), _____(year)

Appendix B – Proposal (continued)

I. ***REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE COUNTY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***:

1. Proposed Products and/or Services

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the County in order to fully utilize the goods and/or services proposed.

C. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the County's Purchase Order.

2. Cost of Proposed Products and/or Services

A. Cost of Proposal: The cost of submitting proposals shall be borne by the proposer, and the County will not be liable for any costs incurred by a proposer responding to this solicitation.

B. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

C. Firm Prices: Unless otherwise stated in the specifications, proposer's prices remain firm for 90 days from date of proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of proposal opening, the Contractor and the County may mutually agree to extend the firm price period.

3. Term of Contract and Option to Extend

A. Any contract resulting from this RFP shall be effective for **twenty four (24) months** from date of a Notice to Proceed letter issued by Bastrop County. The County anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the County. The following clauses shall be included in the contract:

B. Option Clause: It is agreed that County will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the County shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

C. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the County of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the County in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to

extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the County. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

D. Price Increases Upon Extension: If approved by the County, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the County. The maximum increase allowed under this provision shall be four percent (4%) per year. The County shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. County cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

FIRST ADDITIONAL YEAR (FY 2024-2025) ESCALATION…….._____%

SECOND ADDITIONAL YEAR (FY 2025-2026) ESCALATION…….._____%

4. Proposer's Experience / Staff

A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by County prior to joining the project.

C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years of experience the business has: and the number of employees _____ the business has.

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

E. Control of The Work: Proposer shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for proposal. Proposer must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for proposals. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal **(does) (does not)** contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number:_____.

B. Prime contractor HUB / MWBE registration number:_____.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #_____-_____-_____.

II. *CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL*:

1. Standard Terms and Conditions

A. Application: These standard terms and conditions shall apply to all County of Bastrop (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.

B. Requirements: By submitting a proposal, the respondent agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the proposal opening.

C. Legal Compliance: Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

D. Right to Refuse Proposal: The County reserves the right to refuse any and/or all parts of any and or/all proposals and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

E. Estimated Quantities: If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.

F. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with County. Proposer agrees that if Proposer is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.

G. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

H. Liens: Proposer shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Proposer or Proposer's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

I. Gratuities/Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract

J. Financial Participation: Proposer certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

K. Required Licenses: Proposer certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

L. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

M. Interpretation of Solicitation Documents: The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

N. Minor Irregularities: The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted proposals.

O. Responsiveness of Proposals: The County desires to receive competitive proposals, but will declare any proposals "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.

P. Discrepancies and Errors: In the case of a discrepancy between the unit price and the extended total for a proposal item, the unit price will prevail. The unit prices of proposals that have been opened may not be changed for the purpose of correcting an error in the proposal price.

Q. Identical Proposals: In the event two or more identical proposals are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).

R. Withdrawal of Proposals: Proposers may withdraw any submitted proposals prior to the proposal submission deadline. Proposers may not withdraw once the proposals have been publicly opened, without the approval of the County's Purchasing Agent. Proposers will be allowed to withdraw proposals that contain substantial mathematical errors in extension. However, once a proposal has been withdrawn, it can no longer be considered.

S. Disqualification of Proposer: The County may disqualify proposers, and their proposals not be considered, for any of the following reasons: Collusion among proposers; Proposer's default on an existing or previous contract with the County, including failure to deliver goods and/or services of

the quality and price proposal; Proposer's lack of financial stability; any factor concerning the proposer's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; proposer involved in a current or pending lawsuit with the County; proposer's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and proposer's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.

T. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFP at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for proposals if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration.

U. Taxpayer Identification: Proposers must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the proposer.

V. Outstanding Liabilities: Proposers shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposals will be considered non-responsive and not given further consideration if submitted by a proposer with such outstanding liabilities.

W. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

X. Governing Law and Venue: All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for proposals or any resulting contract shall be brought before an appropriate court located in the Bastrop County.

Y. Solicitation Results: The County normally posts solicitation results on-line after proposals are received and approved in Commissioner's Court. The County's website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

2. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of County and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the County shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting

Proposer, who agrees to pay such costs within ten days of invoice.

D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to County until County actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

3. Financial Responsibility Provisions

A. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

B. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a proposer's invoice, they will not be paid.

C. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Indemnification: **Proposer agrees to defend, indemnify and hold harmless the County of Bastrop, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and County, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

IN SUBMITTING A RESPONSE TO THIS RFP, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR PROPOSALS:

_____ _____

Authorized Signatory for Contractor: Name of Company:

_____

Date:

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:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least $1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least $1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Changes to Form 1295

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

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

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

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

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

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?
In 2017, the legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC's website when I file the form?
No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

House Bill 89 VERIFICATION

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiaryt, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL _____

NOTARY SIGNATURE

RESOLUTION

AN AMENDMENT TO A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS DATED APRIL 22, 2013 AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG} PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that Bastrop County ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and Community Development Programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons, and

WHEREAS; the County of Bastrop has been grant funded for various projects under the Texas Community Development Block Grant Program (CDBG), and

WHEREAS; the County of Bastrop is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a CDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents, and

WHEREAS; the County of Bastrop will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS:

1. The COMMISSIONERS' COURT has reviewed and hereby agrees to Implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the CDBG program/project is being carried out.

2. The COMMISSIONERS' COURT hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.

3. The COMMISSIONERS' COURT hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal

Opportunity/Fair Housing Officer.

4. The COMMISSIONERS COURT hereby delegates to the County Judge the authority to implement measures that comply with the Section 3 goals and to assign duties for carrying out these measures to County personnel and/or third party consultant(s).

5. The COMMISSIONERS' COURT hereby agrees that the County will Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: public notices; bidding advertisements and bid documents; local advertising media including public signage; and Including Section 3 clauses In all CDBG solicitations and contracts.

6. The COMMISSIONERS' COURT hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

7. The COMMISSIONERS' COURT hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

8. The COMMISSIONERS' COURT hereby agrees to require that all Prime contractors and subcontractors on CDBG projects commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Bastrop County.

9. The COMMISSIONERS' COURT hereby agrees to submit reports as required by the CDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.

10. The COMMISSIONERS' COURT hereby agrees to maintain records for the CDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

11. The COMMISSIONERS COURT hereby orders that the following procedures will be implemented to assure compliance with the intent of this Resolution:
    a. The County Judge will appoint one or more county employees to coordinate the Section 3 responsibilities for compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects. The County may also engage the services of third party consultants to assist.

    b. Preference shall be awarded to Section 3 Business Concerns according to the following system:

1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher than the lowest bid from any qualified source. If no bid by a qualified Section 3 Business Concern is within 10 percent of the lowest bid from any qualified source, then any contract award shall be made to the source with the lowest bid.

2) Where the Section 3 Covered Contract is to be awarded based on factors in addition to price, a request for proposals shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each response. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the award to respondents who have demonstrated a commitment to meet Section 3 requirements set out below in Section 11 c. If an award is made, the contract shall be awarded to the responsible firm whose proposal provides the best value to the County, considering price and all other factors specified in the rating system.

c. In responding to a solicitation (Request for Bids, Request for Proposals, etc.) for a Section 3 covered contract, all contractors and subcontractors are required to comply with the Bastrop County Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals. The Section 3 requirements also apply to contracts with consultants for a Section 3 covered contract.

d. All general contractors and/or sub-contractors shall set a goal that 30 percent of new hires will be Section 3 residents. Contractors should provide job opportunities for skilled and unskilled workers. All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and Bastrop County.

e. Bastrop County will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.

f. The contractor and or sub-contractor shall submit monthly

reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these policies.

g. The contractor and/or subcontractor shall submit weekly-certified payroll reports to Bastrop County. This report shall be submitted weekly and clearly identify Section 3 Hires.

h. Bastrop County or its consultant will conduct periodic site visits to the worksite. The Coordinator shall visibly notice each Section 3 hire on site. The general contractor will sign a monitoring form verifying that a Section 3 worker is present.

i. Complaints regarding the County's Section 3 Program must be submitted in writing. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation. Bastrop County will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint, and a written determination will be issued within 30 days after the filing of the complaint. Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

As officers and representatives of the County of Bastrop, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the CQMMISSIONERS' COURT of the County held on the 22nd day of June 2015.

Paul Pape, County Judge

ATTEST:
Rose Pietsch

Rose Pietsch, County Clerk