



<p style="text-align: center;"><b>RFQ2026-04 CONSTRUCTION MANAGEMENT / OWNER'S AGENT SERVICES</b></p>
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**CHECK LIST**

**ATTENTION VENDORS: All documents noted below must be completed and returned with the proposal or bid.**

Check list for Hood County Bid/Proposal/Qualification packets:

- ☐ Cover Sheet
- ☐ Request for Bids / Proposals / Qualifications
- ☐ General Terms & Conditions
- ☐ Insurance Requirements
- ☐ Unsworn Vendor Affidavit
- ☐ Residence Certification
- ☐ Vendor References
- ☐ Debarment Policy
- ☐ Conflict of Interest Questionnaire
- ☐ Form W-9
- ☐ **Online submissions** must include upload of completed and signed Signature Documents, any requested Responses, and completion of online entries.
- ☐ **Hard copy submissions** must include the original and six (6) copies of all documents at <https://hoodcounty.texas.gov/departments/purchasing/bids.php> plus a thumb drive with a digital copy.

**Any proposal that does not include the above items is subject to disqualification of bid/proposal. Form HB1295 will be required of the awarded vendor.**

**COVER SHEET**  
**HOOD COUNTY REQUEST FOR BIDS / PROPOSALS / QUALIFICATIONS**  
**RFQ2026-04 CONSTRUCTION MANAGEMENT /**  
**OWNER'S AGENT SERVICES**

**DUE DATE: FEBRUARY 9, 2026 NO LATER THAN 9:00 AM. RESPONSES RECEIVED AFTER THE DATE AND TIME SHOWN WILL NOT BE CONSIDERED.**

**OFFERORS NOTE!**

- 1. Carefully read all instructions, requirements and specifications.*
- 2. Fill out all forms properly and completely.*
- 3. Submit bid with all appropriate supplements and/or samples.*

**For all questions pertaining to this RFB, RFP or RFQ, please contact Glenn Tilleman, Hood County Purchasing Agent at [gtilleman@hoodcounty.texas.gov](mailto:gtilleman@hoodcounty.texas.gov).**

**Vendor must sign below in INK; failure to sign will Disqualify the offer.**

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

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

City, State and Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

(Vendor's signature attests to the vendor's offer to provide the goods and/or services in this request according to the published provisions of the RFB/RFP/RFQ, as well as the General Terms, Conditions & Requirements and other documents included.)

APPROVED ☐

REJECTED ☐

\_\_\_\_\_  
**Commissioners' Court Date**

\_\_\_\_\_  
**Purchasing Agent**



**REQUEST FOR QUALIFICATIONS  
RFQ2026-04**

**CONSTRUCTION MANAGEMENT /  
OWNER'S AGENT SERVICES  
January 15, 2026**

## CONSTRUCTION MANAGEMENT / OWNER'S AGENT SERVICES

### A. REQUEST FOR QUALIFICATIONS

Hood County is requesting statements of qualifications from experienced firms to serve as an independent Construction Management/Owner's Agent for a bond funded public-sector jail expansion project, providing professional management and advisory services through project closeout.

### B. SUBMISSION PROCESS AND DUE DATE

Pursuant to the provisions listed below, sealed statements of qualifications subject to the conditions and requirements made a part hereof will be received at the Hood County Purchasing Office, 1402 W Pearl St, Ste 1, Granbury, Texas 76048 until **9:00 am on Monday, February 9, 2026**. Submissions will be opened and vendor's names read at that time in a public meeting held in the Hood County Purchasing Agent's Office. After evaluation of the criteria stated herein, it will be awarded by the Commissioners' Court on a future Court date.

**ELECTRONIC BIDS are preferred** and can be submitted through Hood County's page on the BonFire website at <http://co-hood-tx.bonfirehub.com/>. It is free to register and to bid.

**OR**

**HARD COPY SUBMISSIONS** may be submitted by downloading a packet at <https://hoodcounty.texas.gov/bids>. Each submission must be in a sealed envelope, **manually signed** in ink by a person having the authority to bind his/her firm to a contract. **Envelopes shall be marked: RFQ2026-04 CONSTRUCTION MANAGEMENT.** Submit an **Original, Six (6) copies, and a thumb drive of the entire proposal packet.** Facsimile and e-mail transmissions will NOT be accepted.

Submit Hard Copy Bids to: **Hood County Purchasing  
RFQ 2026-04  
1402 W Pearl St, Ste 1  
Granbury, TX 76048**

**Proposals must be received not later than February 9, 2026 at 9:00 am.** Submittals received later than the above date and time will be rejected regardless of the reason, including delayed delivery.

The vendor's signature is required for acceptance of the bid and confirms vendor has read and understands all requirements concerning this request for qualifications.

Any questions regarding RFQ specifications should be directed to Hood County Purchasing through the Bonfire portal or at [gtilleman@hoodcounty.texas.gov](mailto:gtilleman@hoodcounty.texas.gov) no later than **9 am January 30, 2026**.

## **C. BACKGROUND**

The Commissioners' Court of Hood County seeks to contract with a qualified and experienced firm to provide Construction Management services in the role of Owner's Agent for a voter-approved, bond-funded jail expansion project. The project consists of an approximately \$24 million expansion to the existing County jail facility and includes the addition of approximately 161 detention beds, expanded laundry and visitation areas, exercise and multi-purpose spaces, and upgrades to kitchen and support facilities. The County recently contracted with an architect who has completed architectural programming, preliminary budget, and conceptual floor plan.

## **D. SCOPE OF WORK**

Hood County, the Owner, is requesting statements of qualifications from firms with demonstrated experience providing professional Construction Management / Owner's Agent services for public-sector jail facilities in Texas. The selected firm will serve as an independent agent and representative of Hood County and will act in the County's best interest throughout the estimating, planning, design, construction, and closeout of the jail expansion project currently under way. The consultant shall provide professional leadership, management, and advisory services necessary to ensure the project achieves the scope, quality, schedule, and budget objectives established by the County. Respondents must demonstrate the qualifications, experience, and capability to perform the services described below, which include, but are not limited to, the tasks set forth in the Pre-Construction, Construction, and Closeout phases.

### **PRE-CONSTRUCTION PHASE**

#### **1. Communication & Coordination**

- 1.1 Establish and maintain communication protocol between the Owner, Architect, and General Contractor.
- 1.2 Manage coordination and correspondence between the Owner, Architect, and General Contractor.

#### **2. Procurement & Contractor Selection**

- 2.1 Assist in developing RFP documents for procurement of the General Contractor for infrastructure and renovation projects.
- 2.2 Assist in selection and evaluation of Contractors.
- 2.3 Assist in development of the procurement process and aid in selection of the General Contractor for infrastructure and renovation projects.
- 2.4 Assist in development of the contract negotiation process and aid in review, approval, or disapproval of General Contractor numbers.

### **3. Scheduling, Budget, and Cost Management**

- 3.1 Contribute to the milestone schedule for overall program design and construction.
- 3.2 Monitor and maintain all parties' efforts for conformance to schedule and budget.
- 3.3 Notify the Owner of design and budget concerns throughout the design process.
- 3.4 Develop detailed cost estimates at various phases of design, as desired.
- 3.5 Assist in development of value engineering options as required.

### **4. Design Review & Preconstruction Activities**

- 4.1 Review design documents, drawings, and specifications for constructability, scheduling, consistency, and coordination.
- 4.2 Assist in facilitating the preconstruction conference.

### **5. External Coordination**

- 5.1 Coordinate with local utilities, cities, and other entities on the Owner's behalf.

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## **CONSTRUCTION PHASE**

### **6. Communication & Coordination**

- 6.1 Establish and maintain communication protocol between the Owner, Architect, and General Contractor.
- 6.2 Coordinate construction logistics between the General Contractor and the Owner.
- 6.3 Attend, arrange, and conduct meetings as requested by the Owner.

### **7. Budget, Schedule, and Cost Control**

- 7.1 Monitor the overall budget and schedule and advise the Owner of trends affecting timely and cost-effective completion of the Project.
- 7.2 Review the General Contractor's schedule of values, cost breakdown, and construction schedule and recommend approval, changes, or disapproval.

### **8. Document Familiarity & Observation**

- 8.1 Maintain thorough knowledge of the plans and specifications.
- 8.2 Personally observe major assemblies placed in the construction for general compliance with the contract documents, supplemental instructions from the Architect, and in support of the quality assurance efforts of the Inspector(s).

## **9. Payment & Change Management**

- 9.1 Perform quality surveys and review and verify the contractor's monthly applications for progress payments.
- 9.2 Review and analyze proposed change orders and make recommendations to the Owner.
- 9.3 Assess and evaluate pricing on all change order requests, taking the lead in negotiating fair and equitable resolutions and managing schedule impacts.

## **10. Submittals, RFIs, and Reporting**

- 10.1 Review requests for information (RFI) and Architect's Supplemental Instructions (ASI) and track submittals through completion of the process.
- 10.2 Generate weekly site visit reports describing general events and noting problems and unusual events.
- 10.3 Take photographs documenting construction progress and conformity with the Contract Documents.

## **11. Record Documents**

- 11.1 Review and verify that the General Contractor's Project record drawings and schedules are updated to reflect all changes and work completed prior to each progress payment.

## **12. Inspections & Quality Assurance**

- 12.1 Frequently inspect the work for progress, workmanship, and conformance with the Contract Documents.
  - 12.2 Coordinate and track all Owner testing.
  - 12.3 Review special inspection and material testing reports to verify conformance with the Contract Documents.
  - 12.4 When work is found to be non-conforming, document deficiencies and promptly provide written notification to the Architect, Owner, and General Contractor.
  - 12.5 Verify that deficiencies have been corrected and/or approved by the applicable party.
  - 12.6 Issue inspection deficiency lists and track deficiencies through correction.
  - 12.7 Coordinate preparation of the punch list and monitor corrective work to successful completion.
  - 12.8 Coordinate Owner activities, including occupancy, FF&E procurement, and technology.
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## **CLOSEOUT PHASE**

### **13. Project Documentation & Turnover**

13.1 Verify all Project Record Documents are complete and turned over to the Owner.

13.2 Verify all O&M manuals are complete and turned over to the Owner.

13.3 Verify all warranties are submitted and in accordance with the Contract Documents.

### **14. Training & Warranty Support**

14.1 Ensure staff has received all necessary training for operation of the new building and systems.

14.2 Maintain a presence and provide support, follow-up, and tracking of warranty requests.

## **E. RESPONSES TO THE RFQ**

In addition to the County's signature documents, agreement with the RFQ and General Terms, Conditions, and Requirements, the following items are required in each submission. Responses must contain a concise yet complete presentation of the firm's qualifications and shall be organized in the order presented below. Please limit resumes, to be included in page count, to key personnel only.

### **1. Executive Summary**

**1 page maximum**

- Name, address, and telephone number of the firm submitting the response,
- the name and title of one or more individuals authorized to represent the consultant in its dealings on a contractual basis,
- a summary of the firm's interest in this service.

### **2. Firm/Organization**

**4 page maximum**

- A description of the firm. The firm's qualifications and experience providing professional Construction Management / Owner's Agent services for public-sector jail or detention facilities, preferably for Texas counties.
- A statement concerning the firm's commitment to Hood County, including the firm's ability to meet County schedules, availability, and approach to prioritizing County needs over competing engagements.



### 3. Technical Qualifications

9 page maximum

- Names, qualifications, experience, and availability of key personnel who will participate in providing services, including their individual responsibilities. Any proposed sub-consultants shall be identified along with their specific roles.
- Verifiable experience on Texas county / public sector projects of similar scope, size, and complexity (list clients with contact information) including a detailed list of responsibilities and summary of accomplishments per client.
- A statement identifying your understanding of the project through each phase, as well as professional advisory approach to schedule, budget, quality control, and coordination of the different entities involved.
- A statement describing how the firm will assist the County in controlling project costs and maximizing taxpayer value through efficient use of Construction Manager resources, evaluation of alternatives to reduce capital costs, effective delivery methods, streamlined project execution, and quality control. Include examples of measurable savings achieved for public-sector clients.

### F. PAGE FORMATTING REQUIREMENTS

The page limit is based on a size (8.5 inches by 11 inches) sheet printed on one side of the paper with the pages numbered in sequence. Sheets used for section dividers, covers and table of contents are not counted towards the sheet total.

- Maximum page size for graphics: 8.5 inches by 11 inches
- Maximum page size for text: 8.5 inches by 11 inches
- Minimum line spacing: 1.5
- Minimum font size: 11 point
- Minimum margins: 1 inch on all sides

### G. EVALUATION CRITERIA

Responses to the request for qualifications will be evaluated and ranked according to the following criteria:

#### **Firm/Organization**

- 25 points Background and qualifications, preferably with Texas counties.
- 5 points Dedication to Hood County projects

#### **Technical Qualifications**

- 25 points Qualifications, experience, and availability of key personnel
- 20 points Verifiable relevant experience
- 10 points Approach to and understanding of the project
- 5 points Statement of cost controls

**Clarity of Response**

10 points Responsiveness to the RFQ and clarity of response

100 points total

**H. TERM OF ENGAGEMENT**

This contract for construction management/owner's agent services will be for the duration of the jail expansion project.

**I. SELECTION AND AWARD PROCESS**

Responses will be evaluated by a team of County officials using the evaluation criteria listed and make a recommendation to the Hood County Commissioners' Court at a future date. The award may be based on the submitted Qualifications package alone, or firms may be asked to submit additional information and/or a short list of submitters may be asked to appear for oral interviews.

The Commissioners' Court will initiate negotiations with the selected firm to develop an agreed upon cost of services. If negotiations are unsuccessful, the Court will end negotiations and enter into the process with the next highest ranked firm until a contract has been negotiated.

Hood County, at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and to waive immaterial formalities and to accept the offer most advantageous to the County.

**J. INVOICES AND PAYMENTS**

Invoices shall be submitted to Hood County Auditor 1402 W Pearl St, Suite 4, Granbury, TX 76048 and shall be paid at the regular semi-monthly meeting of the Hood County Commissioner's Court.

**K. SPECIAL INSTRUCTIONS, TERMS, AND CONDITIONS**

(In addition to and taking precedence to General Terms & Conditions)

1. The RFQ2026-04, General Terms, and all other documents related to this request are part of the terms of the contract. The awarded vendor may also be required to complete and sign a Hood County Professional Services Agreement.
2. To ensure a fair and impartial solicitation process, respondents and their representatives are not to contact members of the Hood County Commissioners' Court, evaluation committee members, or other County officials regarding this solicitation from the date of issuance until contract award. Any questions regarding the solicitation should be directed to Hood County Purchasing through the Bonfire portal or at [gtilleman@hoodcounty.texas.gov](mailto:gtilleman@hoodcounty.texas.gov).

3. The awarded firm will be required to complete and file Form 1295 with the Texas Ethics Commission and then submit it to Hood County Purchasing.
4. There is no expressed or implied obligation for Hood County to reimburse responding service providers for any expenses incurred in preparing Proposals in response to this request.
5. **Advisory Role Only:** The Construction Manager/Owner's Agent will provide professional advisory services only and shall not act as a construction manager-at-risk, general contractor, or subcontractor, nor shall it be responsible for construction means and methods or the performance of construction work.

**GENERAL TERMS, CONDITIONS, AND REQUIREMENTS**  
**FOR ALL HOOD COUNTY**  
**BIDS/PROPOSALS/QUALIFICATIONS/OR QUOTES**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Terms, Conditions and Requirements apply to all advertised bids/proposals; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/ INSTRUCTIONS/SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN. Be sure your bid/proposal/qualifications or quote package is complete.

**GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. Vendor is further advised that these requirements shall be fully governed and construed by the laws of the State of Texas and that Hood County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

**JURISDICTION AND VENUE**

The Vendor consents to the personal and subject matter jurisdiction for any legal action regarding any aspect of this Contract in the proper court and venue of Hood County, Texas.

**PROPOSAL FORM COMPLETION**

For hard copy submissions, complete and return to the Hood County Purchasing Department an executed **ORIGINAL and a minimum of three (3) complete bid/proposal packets** or as otherwise specified.

Alternately, **Electronic bidding** is authorized only if, and when, posted by Hood County on an electronic bidding platform as detailed at <https://co.hood.tx.us/bids.aspx> .

An authorized representative of the Vendor shall sign the Cover Sheet. The contract will be binding only when approved by Hood County Commissioners Court and a Purchase Order is issued.

Bids will be received and publicly acknowledged at the location, date and time stated in the RFB, RFP, or RFQ. Vendors, their representatives and interested persons may be present.

For Proposals, however, only the names of respondents will be announced. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing proposals and kept secret during the negotiation/evaluation process. All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by Vendor as such.

### **SUBMITTAL OF CONFIDENTIAL MATERIAL**

Any material that is to be considered as confidential in nature must be clearly marked as such by the Vendor and will be treated as confidential by Hood County.

### **PROPOSAL RETURNS**

Vendors must return all completed bids/proposals to the Hood County Purchasing Dept at 1402 W Pearl St, Ste 1, Granbury, Texas 76048 **before date and time specified. Late bids/proposals will not be accepted and will be returned to Vendor unopened.** The County shall not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Vendor.

### **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hood County's interpretation shall govern.

### **ADDENDA**

When specifications are revised, the Hood County Purchasing Department will issue an addendum addressing the nature of the change. Vendors must **sign and include it in the returned bid package.**

### **OWNERSHIP**

All plans, prints, designs, concepts, etc., shall become the property of Hood County.

### **HOLD HARMLESS AGREEMENT**

Contractor, vendor, or successful Vendor shall indemnify and hold Hood County, its officers, agents, employees, and assignees harmless from all claims, including compensatory damages, personal injury, death and/or property damage resulting of whatsoever kind or character, whether real or asserted, arising out of or in connection with, directly or indirectly, the work and services to be performed hereunder by Contractor/Vendor, its officers, agents, employees, contractors, subcontractors, licensees, or invitees. Contractor/Vendor shall procure and maintain, with respect to the subject matter of this bid/proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover all liability as may arise directly or indirectly from work performed under terms of this bid/proposal. Certification of such coverage must be provided to the County upon request.

The vendor agrees to indemnify and hold Hood County free from any claim by Vendor or any third-party involving patent, trademark or copyright infringement on the goods or services provided.

### **WAIVER OF SUBROGATION**

Vendor and Vendor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hood County as an indirect party to any suit arising out of personal or property damages resulting from Vendor's performance under this agreement.

### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of this contract or these requirements or the specifications and it is hereby declared that such remaining portions would have been inclusive in these requirements and the specifications as though the invalid portion had been omitted.

### **BONDS**

If this bid/proposal requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids/proposals submitted without the required bid bond or cashier's checks are not acceptable.

### **TAXES**

Hood County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hood County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hood County Purchasing Agent.

### **FISCAL FUNDING / NON-APPROPRIATION**

Counties are subject to Article 11 Section 7 of the Texas Constitution, as well as Local Government Code 271.903. As such, vendor understands and agrees that this agreement is not binding on the County unless and until the funds to be paid by the County under this agreement are included in and available for expenditure from the annual operating budget of the County. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void on the last day of the current appropriation of funds.

In the case of a lease, leased equipment shall be removed by the Vendor from the using department without penalty of any kind or form to Hood County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Vendor.

### **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Vendor MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

### **CONTRACT RENEWALS**

Renewals may be made ONLY by written mutual consent, approved by the Hood County Commissioners' Court. The contract amount will remain the same for the additional terms as the original bid amount unless approved by the County Commissioners' Court.

### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice, beyond the standard "custom of the trade," is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

### **CONFLICT OF INTEREST**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

### **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid/proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid/proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Vendor wishes to include as a condition of the bid/proposal, must also be in the returned bid/proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid/proposal.

### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Vendor must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the Vendor to furnish this documentation will be cause to reject any bid/proposal applying thereto.

### **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of Hood County to restrict these bids/proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal quality and the burden of proof of equal quality rests with Vendors. Hood County shall act as sole judge in determining equality and acceptability of products offered.

## **COLOR SELECTION**

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid/proposal. Unspecified colors shall be quoted, as standard colors, NOT colors that require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If Vendor fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

## **EVALUATION**

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids/proposals are subject to tabulation by the Hood County Purchasing Department and recommendation to Hood County Commissioners Court. Compliance with all requirements, delivery and needs of the using department are considerations in evaluating bids/proposals. **Pricing is NOT the only criteria for making a recommendation.** The Hood County Purchasing Department reserves the right to contact any Vendor, at any time, to clarify, verify or request information with regard to any bid/proposal. Requests For Qualifications (RFQ) will be evaluated based on qualifications and criteria stated in the RFQ.

## **INSPECTIONS**

Hood County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a bid/proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid/proposal as inadequate.

## **TESTING**

Hood County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, ability, and fitness to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

## **DISQUALIFICATION OF VENDOR**

Upon signing this bid/proposal document, a Vendor offering to sell supplies, materials, services, or equipment to Hood County certifies that the Vendor has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids/proposals may be rejected if the County believes that collusion exists among the Vendors. Bids/proposals in which the prices are obviously unbalanced may be rejected. If multiple bids/proposals are submitted by a Vendor and after the bids/proposals are opened, one of the bids/proposals is withdrawn, the result will be that all of the bids/proposals submitted by that Vendor will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids/proposals for different products or services.



The County expressly reserves the right in its absolute discretion to: specify approximate quantities in the request for bid/proposal/ qualification/or quote; extend the request for bid/proposal/ qualification/or quote opening date and time; consider and accept alternate bids/proposals, if specified in the request, when most advantageous to the County; waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods and/or services; waive any minor informality in any bid or proposal procedure (a minor informality is one that does not affect the competitiveness of the Vendor); add additional terms or modify existing terms in the request for bid/proposal/ qualification/or quote; procure any item by other means, and/or, award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

### **AWARD**

Hood County reserves the right to award this contract on the basis of best value to Hood County in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Vendor, and/or to reject any or all bids/proposals. The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code): purchase price; reputation of the Vendor and of the Vendor's goods and/or services; quality of the Vendor's goods and/or services; extent to which the goods and/or services meet the County's needs; Vendor's past relationship with the County; total long-term cost to the County to acquire the Vendor's goods and/or services; and, any relevant criteria specifically listed in the request for bids or proposals. Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services. RFQs shall be awarded based on qualifications according to applicable statute.

Acceptance of a Bid/Proposal will be in the form of a Purchase Order or a Contract unless otherwise specified. Subsequent purchase releases may be issued as appropriate. The contents of the RFB, RFP, or RFQ shall become the Contract. Under no circumstances will the County be responsible for goods and/or services provided without an acceptance signed by an expressly Authorized County representative.

Hood County reserves the right to award to multiple vendors based on delivery location and quantity requirements as per bid/proposal specification.

### **ASSIGNMENT**

The successful Vendor may not assign, sell or otherwise transfer all or any portion of this contract without written permission of Hood County Commissioners Court.

### **TERM CONTRACTS**

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

### **MAINTENANCE**

Maintenance required for equipment bid should be available in Hood County or the Dallas/Fort Worth area, by a manufacturer authorized maintenance facility. Costs for

this service shall be shown on the Pricing/Delivery Information form. If Hood County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

### **CONTRACT OBLIGATION**

Hood County Commissioners' Court must authorize and award the contract to become binding on Hood County or the Vendors. Department heads are NOT authorized agents to award and sign agreements on behalf of Hood County. Authorized/Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted. All information disclosed by Hood County to successful Vendor for the purpose of the work to be done or information that comes to the attention of the successful Vendor while performing such work is to be kept strictly confidential.

### **CONFIDENTIALITY**

Vendor agrees that neither Vendor nor any associates, employers, directors, officers, managers, employees, or agents (hereinafter collectively referred to as "agents") shall in any manner divulge, disclose, communicate, or authorize any other party to divulge, disclose, or communicate, to any third party (including without limitation any member of the public or any member of the print media, radio media, television media, or through social media, etc.), directly or indirectly, any confidential information regarding HOOD COUNTY, without the prior written consent of HOOD COUNTY.

Such confidential information includes, but is not limited to, information concerning: (a) identifying information, such as names, addresses, telephone numbers, e-mail addresses, or credit card information of individuals solicited by HOOD COUNTY or donating to or purchasing from HOOD COUNTY, (b) matters pertaining to HOOD COUNTY's directors, officers, or management which are considered personal or private by them or which would reasonably be considered personal or private, (d) HOOD COUNTY trade secrets, such as computer code, programs, technologies, and/or technical concepts.

Vendor shall ensure that its agents maintain the confidentiality of HOOD COUNTY's confidential information, and Vendor shall allow access to the confidential information by only those agents who require access in order for the Vendor to provide the services otherwise agreed to HOOD COUNTY.

This section shall not prevent Vendor from engaging in concerted activity protected under applicable law or from providing truthful information to any governmental or law enforcement agency in connection with any administrative or legal investigation or proceeding.

If Vendor breaches the terms of this Section, HOOD COUNTY shall be entitled to terminate this agreement and/or to seek consequential and punitive damages. Vendor acknowledges that any remedy at law for any breach of this Agreement shall be inadequate and that HOOD COUNTY shall be entitled to immediate injunctive relief in addition to any other relief to which it is entitled under this agreement or by law.

No termination of this Contract for whatever reason, shall relieve the Vendor of the duty to maintain confidentiality, as provided above.

## **DISCLOSURE**

A Vendor, as a member of the public, may request a copy of the Bid Tabulation that was compiled when the proposal was opened in a public forum after an Open Records Request has been received in accordance with the Texas Government Code.

Hood County will not release copies of proposal evaluations until after the contract has been awarded by the Commissioners' Court, in accordance with Texas Government Code, Chapter 552.104: EXCEPTION: INFORMATIONN RELATED TO COMPETITION OR BIDDING: (A) Information is exempted from the requirements of section 552.021 if it is information that, if released, would give advantage to a competitor or Vendor. This is not a waiver of any exception to the requirements of public disclosure contained in the Texas Public Information Act including, but not limited to, trade secrets or other commercial or financial information that is made confidential by law.

## **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Hood County until Hood County actually receives and takes possession of the goods, in hand received, at the point or points of delivery. Hood County shall have the right to purchase and file a security interest against all goods ordered by Vendor. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Vendors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid/proposal package and/or on the Purchase Order as a "Deliver To:" address.

## **CHANGES TO CONTRACT**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All requests for changes or modifications to the contract will be made in writing to the Hood County Purchasing Office and then submitted to the Hood County Commissioners Court for approval.

## **PERMITS**

All project related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the bid/proposal.

## **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid/proposal. Vendor warranties all service fit for a particular purpose, and Vendors may not limit or exclude any implied warranties. Vendor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hood County may return the product for correction or replacement at the Vendor's expense. If Vendor fails to make the appropriate correction within a reasonable time, Hood County may correct at the Vendor's expense.

### **PURCHASE ORDER AND DELIVERY**

The fastest, most reasonable delivery time shall be indicated by the Vendor in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. Vendor warrants that all items shall be free of any creditors or third-party claims against Vendor. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the receiving department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hood County without prejudice to other remedies provided by law. **Where delivery times are critical, Hood County reserves the right to award accordingly.**

### **PAYMENTS**

Payment will be made upon receipt and acceptance by the Hood County Commissioners' Court for completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Payment shall be in the form of a Check and all bids/proposals shall include shipping costs. Successful Vendor is required to pay subcontractors within ten (10) days. Vendor warrants that in no circumstance shall Vendor allow a mechanics, materialman's or other lien be filed against Hood County for failure to pay subcontractors, and agrees that the filing of any lien constitutes breach of contract.

### **TERMINATION**

Hood County reserves the right to terminate the contract for default if Vendor breaches any of the terms therein, including warranties of Vendor or if the Vendor becomes insolvent or initiates acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Hood County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hood County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated by either party without cause upon sixty (60) days written notice to the other party unless otherwise specified.

### **RECYCLED MATERIALS**

Hood County encourages the use of products made of recycled materials and shall give preference in purchasing to products made by recycled materials if the products meet applicable specifications as to quantity and quality. Hood County will be the sole judge in determining product preference application.

### **SCANNED OR RE-TYPED RESPONSE**

If in its bid/proposal response, Vendor either electronically scans, re-types, or in some way reproduces the County's published bid/proposal package, then in event of any conflict between the terms and provisions of the County's published specifications, or any portion thereof, and the terms and provisions of the response made by Vendor, the

County's bid/proposal specifications **as published** shall govern. Any interlineation, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity. Furthermore, if an alteration of any kind to the County's published bid/proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

### **PUBLISHED SPECIFICATIONS**

If, in its response, Vendor makes any changes whatsoever to the County's published specifications, the County's bid/proposal specifications **as published** shall govern. Furthermore, if an alteration of any kind to the County's published bid/proposal specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

### **INTERPRETATIONS, CORRECTIONS, OR CHANGES**

Any interpretations, corrections or changes to a Request For Bid/Proposal will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid/proposal. The absence of such a list shall indicate that the Vendor has not taken exceptions and shall hold the Vendor responsible for performing in strict accordance with the specifications on the invitation. Hood County Commissioners' Court reserves the right to accept or reject, any, all, or none of the exception(s) and/or substitution(s) as they deem to be in the best interest of the County.

### **TEXAS HOUSE BILL 89 BOYCOTT OF ISRAEL**

The submitting Company (Vendor) agrees, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270, that the Company does not boycott Israel currently; and will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

"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

"Company" means a for-profit sole proprietorship, organization, association, corporations, 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.

### **TX SENATE BILLS 13 & 19 BOYCOTT OF ENERGY COMPANIES AND DISCRIMINATION AGAINST FIREARM ENTITIES/ASSOCIATIONS**

The submitting Company agrees, under the provisions of Subtitle F, Title 10, Government Code Chapters 2274 and 2276, that it does not, and will not for the duration of the contract and extensions, boycott energy companies; and does not, and will not for the duration of the contract and extensions, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

Pursuant to Sections 2274 and 2276, Texas Government Code: Applies to companies with 10 or more full-time employees and contracts that have a value of \$100,000 or more to be paid wholly or partly from public funds, unless the company has provided verification required by Texas Government Code that it does not apply to this contract.

*Rev February 2024*

NAME AND ADDRESS OF VENDOR:

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PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

## **INSURANCE REQUIREMENTS**

1. The awarded Vendor shall instruct his insurance agent or carrier to furnish at his/her own expense, to the County, a Certificate of Liability Insurance listing the County as "Additional Insured".
2. Unless otherwise agreed, the awarded Vendor shall furnish and keep in full force the following insurance during the term of this contract:
  - a. Statutory workers comp in accordance with State of Texas requirements.
  - b. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$2,000,000 per occurrence. Coverage must be written on an occurrence form.
  - c. Commercial Automobile Liability at minimum combined single limits of \$500,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage. All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
3. All of the aforementioned policies shall be issued immediately after the Vendor receives notification of award. Receipt of the Certificates of Insurance is required before any funds will be released for payment.
4. Neither acceptance of proof of insurance supplied by the successful Vendor, nor failure to disapprove the insurance shall relieve the successful Vendor of full responsibility of liability, damages, and accidents as set forth herein.
5. No additional payments shall be made for any insurance that the successful Vendor may be required to carry.

It is the responsibility of the successful Vendor to provide renewals of their insurance at expiration during the contract term. Payments will be withheld until current certificates of Insurance are received.

Acknowledged by: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name \_\_\_\_\_

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

## UNSWORN VENDOR AFFIDAVIT

<p style="text-align: center;"><b>RFQ2026-04</b> <b>CONSTRUCTION MANAGEMENT / OWNER'S AGENT SERVICES</b></p>
--

The undersigned certifies that the bid prices contained in this bid/proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by Vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

\_\_\_\_\_ hereinafter called "Vendor" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Vendor affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Vendor, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

NAME AND ADDRESS OF VENDOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE



## **RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Hood County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a Resident Bidder  
[Company Name]  
of Texas as defined in Government Code §2252.001.

☐ I certify that \_\_\_\_\_ is a Nonresident  
[Company Name]  
Bidder as defined in Government Code §2252.001 and our principal place of  
business in \_\_\_\_\_.  
[City & State]

## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal or bid. **THIS FORM MUST BE RETURNED WITH THE PROPOSAL OR BID.**

<b>REFERENCE ONE</b>
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Government/Company Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ - \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

Government/Company Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ - \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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

Government/Company Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Period: \_\_\_\_\_ - \_\_\_\_\_ Scope of Work: \_\_\_\_\_

# **THESE QUESTIONS MUST BE ANSWERED!**

## **LOCAL & STATE CONTRACT/BIDS DEBARMENT**

By submitting a BID, the Vendor certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

## **FEDERAL GRANTS: Debarment and Debarred Vendors:**

No products and/or services utilizing Federal funds may be procured from vendors that are listed on the (EPLS) Excluded Parties List System (now known as SAM). Hood County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as noted on the EPLS (SAM) list.

If making a purchase from other than a cooperative purchasing contract, and using Federal Grant Funds, the Purchasing Office shall first check the GSA EPLS website [www.sam.gov](http://www.sam.gov) to verify that the vendor to be used by the County is not on the excluded parties list. It shall be documented and saved in the file that the subject vendor either is or is not on the list. If the vendor is on the EPLS (SAM) list a contract between that vendor and the County cannot be executed.

## **PLEASE PLACE YOUR ANSWER DIRECTLY AFTER THE QUESTION BELOW. IF NEEDED, YOU MAY ADD ANOTHER SHEET OF PAPER.**

1. Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years.
2. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.
3. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with Hood County.

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.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

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.

Complete A-B if a conflict exist

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.

Identify and describe the relationship, if applicable

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 required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

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.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

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

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>												
				-				-				
<b>or</b>												
<b>Employer identification number</b>												

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

<b>DEFICIENCIES AND DEVIATIONS FORM</b>
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Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Proposal. Unless specifically listed, your response will be considered to be in FULL compliance with this Proposal. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this Proposal stipulated must be fulfilled at no additional expense to Hood County.

[illegible]