

REQUEST FOR PROPOSAL
CORYELL COUNTY RFP # 2018– 01

FOR

FORT HOOD

JOINT USE MULTI–MODAL

RAIL/TRUCK FACILITY

FEASIBILITY STUDY

RESPONSES DUE BY:

WEDNESDAY, APRIL 4, 2018

3:00 P. M.

INSTRUCTIONS TO RESPONDENTS

1. Submit three (3) complete copies, including an ORIGINAL, SIGNED response and a one– page cover letter, plus the entire contents of the response on either a flash drive or a DVD to:

Office of the County Judge
County of Coryell
RFP 2018– 01, Fort Hood Feasibility Study
800A East Main Street
Gatesville, Texas 76528

2. All appropriate supplements and/or samples must be included in your response.
3. **RESPONSES MUST BE RECEIVED NO LATER THAN 3:00 P.M. on Wednesday, April 4, 2018.**
4. Responses received later than the date and time above will not be opened, and will not be considered in the response process. **A Pre– Proposal meeting is scheduled for Wednesday, March 21, 2018 at 3:00 p. m. in the Coryell County Justice Center in City of Copperas Cove, 210 South First St.**
5. Responses must be returned in a **SEALED** envelope and/or package.
MARK ENVELOPE: “RFP 2018– 01, Fort Hood Joint Facility Feasibility Study.
6. The County of Coryell reserves the right to reject any, all or part(s) of responses and to waive defects in responses. Responses received after the deadline and/or received unsigned will not be considered for award and shall be considered void and unacceptable. The County of Coryell is not responsible for lateness or non– delivery of mail, carrier, etc. The responses will be date/time stamped when received, and this will be considered to be the official time of receipt. **No electronic or faxed versions will be accepted.**
7. Receipt of any response to this RFP shall under no circumstances obligate the County of Coryell to accept the lowest dollar proposal. The award of this Contract shall be made to the respondent whose response will provide the goods or services sought at the **best value** for all stakeholders supporting the feasibility study, taking into consideration the relative importance of price and the other evaluation factors set forth in this Request for Proposal.
8. Responses cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before opening by the County must be initialed by the signer of the submission, guaranteeing authenticity.
9. A response may not be withdrawn or canceled by the Respondent without the permission of the County of Coryell for a period of ninety (90) days following the date designated for the receipt of responses, and Respondent so agrees by submission of his/her response.

10. The County of Coryell is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
11. All proposals meeting the intent of this Request for Proposals will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall bind the Respondent to perform in strict accordance with the specifications in this Request for Proposals. The County of Coryell reserves the right to accept any, all or none of the exception(s) / substitution(s) deemed to be in the best interest of the County of Coryell.
12. Any interpretations, corrections or changes to this Request for Proposals and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the County of Coryell. Addenda will be loaded onto the County's website at www.coryellcounty.org, DemandStar and State of Texas ESBD website. Respondents shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.
13. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
14. A prospective respondent must affirmatively demonstrate that the respondent will provide goods or services at the **best value for stakeholders**, based on the criteria provided herein. A prospective respondent must meet the following minimum requirements:
 - a. Have adequate financial resources, or the ability to obtain such resources as required;
 - b. Demonstrate the ability to deliver the specified services/products/deliverables;
 - c. Be able to comply with the required or proposed delivery schedule;
 - d. Have a satisfactory record of performance;
 - e. Have a satisfactory record of integrity and ethics; and
 - f. Be otherwise qualified and eligible to receive an award.
15. The County of Coryell may request representation and other information sufficient to determine respondent's ability to meet these minimum standards.
16. Section 176. 006 of the *Texas Local Government Code* requires a respondent to file a conflict of interest questionnaire if the vendor has a business relationship with the County of Coryell and has:

- a. An employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
 - b. Has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.
 - c. A vendor/respondent is required to file a questionnaire not later than the seventh business day after the later of the following:
 - (1) The date the vendor begins discussions or negotiations to enter into a Contract with the County or submits an application or response to an RFP; or
 - (2) The date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.
 - d. State law requires that a vendor file an updated questionnaire with the County annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each Respondent.
17. The County of Coryell is aware of the time and effort you expend in preparing and submitting responses to the County. Please let us know of any requirements that may cause difficulty in responding to our Request for Proposals. We want to facilitate your participation so that all responsive vendors can fairly compete for the County's business.
18. The terms respondent and consultant are used interchangeably within this document.
19. Questions will be accepted via email county_judge@coryellcounty.org through March 21, 2018 at 5:00 p.m. Questions will be answered in the form of an Addendum and posted to the County's website. It is the proposer's responsibility to obtain and acknowledge all Addendums.

GENERAL RESPONSE INFORMATION

1. The County of Coryell is currently accepting responses to provide consulting services to the County of Coryell for the Fort Hood Joint Use Multi-Modal Rail/Truck Facility Feasibility Study. The successful respondent shall execute a contract with the County and perform services in accordance with the instructions, specifications, terms and conditions set forth in this Request for Proposals.
2. **RESPONSES MUST BE RECEIVED NO LATER THAN 3:00 P. M. on Wednesday, April 4, 2018.**
3. All appropriate supplements and/or samples must be included in your response. Carefully read and comply with all instructions, specifications, terms and conditions. Fill out all forms properly and completely. Incomplete responses will **not** be considered in the evaluation process.

4. All responses are required to have an original signature, signed in ink by an **authorized agent** of your company. **RESPONSES THAT ARE RECEIVED UNSIGNED, NON- ORIGINAL, OR SIGNED IN ANYTHING OTHER THAN INK WILL NOT BE CONSIDERED FOR AN AWARD.**
5. No oral, telephone, telegraphic, or facsimile responses will be accepted. Responses may only be accepted if delivered in person, by U.S. Postal Service, or other recognized carrier (Federal Express, UPS, Lone Star, etc). Each respondent is responsible for taking the necessary steps to ensure his/her response is received by the date and time noted herein. The County is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the response arriving after the set time. Responses received late will not be opened and will not be considered in the evaluation process.
6. Responses must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. **Exceptions to or deviations from the instructions, specifications, terms and conditions, must be explicitly identified on the attached Exceptions/Deviations to Specifications Form (see Attachment C).**
7. All costs of response preparation will be borne by the respondent. All parties submitting a response are asked to screen their responses for correctness and compliance with the instructions, specifications, terms and conditions.
8. The County of Coryell with other local stakeholders shall choose the respondent it determines to be in its best interest and will provide the **best value** to the County and other stakeholders based on the criteria stated herein.
9. Timeline:

RFP Issue Date: Monday, March 12, 2018
Questions in Writing: (No later than) COB - Wednesday, March 21, 2018
RFP Due Date: Wednesday, April 4, 2018
Tentative Contract/Service Effective Date: Week of April 9, 2018

BACKGROUND INFORMATION

The County of Coryell, Texas, as sponsor, shall receive proposals for consulting services to assist in the preparation of a Fort Hood Joint Use Multi-Modal Rail/Truck Facility Feasibility Study, until 3:00 p.m., Wednesday, April 4, 2018, at the offices of the **County Judge, 800– A East Main Street, Gatesville, Texas 76528.**

Reasons for Fort Hood Joint Use Multi-Modal Rail/Truck Facility Feasibility Study

The Killeen– Temple– Fort Hood Metropolitan Statistical Area (MSA) is one of the fastest growing regions in Texas. Largely rural prior to the formation of Camp Hood in 1942, the expansion of the City of Killeen, the City of Copperas Cove, the City of Gatesville, and City of Harker Heights has enlarged the urban footprint and brings opportunities and challenges to both ensure the sustainability of Fort Hood to support its national military missions and the ability of the local communities to

provide needed infrastructure supporting the Fort Hood mission and well as civilian jobs, services and programs to provide the needed quality of life for service members and their families.

The reasons for the study is to determine the feasibility of establishing a joint civilian/military use multi-modal truck/rail cargo transfer facility on land leased from Fort Hood to a Public- Private Partnership. If feasible, the facility would 1) serve as a joint civilian/military use multi- modal truck/rail cargo transfer facility, 2) generate revenue from facility operations designated for support of Army Compatible Use Buffer objectives and mitigation of future civilian encroachment of Fort Hood priority areas, 3) serve as an economic development engine for the region, 4) provide additional deployment capability and improve Fort Hood force projection, and 5) provide additional employment opportunity for military spouses, veterans, and civilians in the region.

In addition to determining the feasibility of the project this study should also provide a brief engineering analysis of the chosen site which would include any potential environmental concerns relating to construction, traffic issues to consider, design considerations, and an opinion on probable project costs based on conceptual ideas provided by the sponsor.

Study Overview

This feasibility study complements the Fort Hood Joint Land Use Study implementation and helps increase Fort Hood's military value by enhancing and supporting Fort Hood's capability to rapidly deploy forces when required to support assigned missions and more importantly supports exigent deployments. Specifically, railcars required to transport main battle tanks will double in size and this increases the need for additional staging space on spurs prior to the main rail line. This facility would provide increased capabilities for two identified deployment challenges. Specifically, this facility would provide additional railcar side- load capability and significantly expand commercial truck- load capability thereby expediting loading and deployment operations during exigent circumstances.

A Joint Use Multi-Modal Rail/Truck Facility Feasibility Study is a planning process designed to identify issues and opportunities confronting both the military installation and the civilian community to recommend strategies and options to address the issues in the context of Fort Hood's mission to support large scale deployments with the availability of expanded rail/truck facilities and a potential joint use of those facilities which could provide for expanded economic opportunities for local communities in providing additional jobs and tax base expansion adjacent to the installation to better serve both the local communities in general and to provide addition job opportunities for service members families, jobs for service members departing the service which can save the cost of the Military Service expending unemployment dollars for departing service members, and an increase in the local tax base through commercial development adjacent to acceptable areas which do not encroach on Fort Hood's mission and the opportunities which these commercial development opportunities could generate funds which could address Army Compatible Use Buffer issues at other priority locations adjacent to the installation. This feasibility study should be conducted in a collaborative manner involving a variety of stakeholders, including but not limited to:

- III Armored Corps, US Army and Fort Hood
- The County of Coryell, study sponsor
- The City of Copperas Cove, co- study sponsor

- The cities of Killeen, Harker Heights, Gatesville, Temple, Belton, and Bell County
- Central Texas Council of Governments (CTCOG)
- Heart of Texas Defense Alliance (HOTDA)
- Community business leaders, land owners, and developers
- The State of Texas
- United States Congressional Districts 25 and 31
- Central Texas College (CTC)
- Copperas Cove and Killeen Independent School Districts
- Texas Department of Transportation (TxDOT)
- Commercial truck and rail companies to include BNSF

A public meeting should be conducted during the study so that interested members of the public can have the opportunity to learn about the project and provide comments.

Overall Goals and Objectives

Coryell County will execute the Feasibility Study in coordination with Fort Hood and regional civic partners to answer the following questions:

- How best would an expanded joint– use civilian/military Multi-Modal truck/rail transportation facility on Fort Hood support future military missions including large– scale force deployments during routine operations and under exigent circumstances?
- What options (usage fees, etc.) exist for the facility to generate financial resources to leverage support of or enhancement for Army Compatible Use Buffer objectives by improving compatible use efforts for training areas and to mitigate the risk of future civilian encroachment to Fort Hood?
- What economic development and/or commercial opportunities could be enabled by such a facility located on Fort Hood and adjacent to Interstate Highway 14 and the BNSF railroad?
- What economic development and/or commercial opportunities could be enabled by such a facility located on Fort Hood and linked to regional business/industrial parks and the Killeen– Fort Hood Regional Airport’s future air cargo facility?
- How and what public– private partnership (P3) and/or public– public– private partnership (P4) resources could be leveraged to support the establishment and operation of the facility?
- What resource limitations and constraints should be considered (e.g., time, people, funds, land, utilities, infrastructure, and security)?
- Should the current semi– truck access control point be relocated from North Clarke Road gate to the proposed Facility and what are the benefits of relocating?

- What additional military and civilian goals and/or programs could be facilitated through establishment of a facility, including job opportunities for civilians, veterans, and military family members as well as service members transitioning out of the military?
- What future civilian and military policy, infrastructure, and/or force stationing decisions could this study be used to inform?
- What relevant federal, state, regional factors and related data source should be considered? How can Fort Hood JLUS and Fort Hood Force Reduction Assessment data and findings be leveraged?

SCOPE OF WORK

TASK 1a: Project Initiation

The selected consultant will conduct a “kick– off” meeting where the consultant meets with Fort Hood and civilian stakeholders to confirm scope of work, set schedule, and address any questions. The consultant will be responsible for the day to day coordination of the Feasibility Study.

Task 1b – Installation Tour

The consultant will participate in an installation tour, including outlying facilities as appropriate. The purpose of the installation– led tour is for the consultant and civilian stakeholders to gain a more comprehensive understanding of the military missions, issues, and constraints.

Task 1 – Deliverables

- Minutes of tour and corresponding discussions
- Roster of attendees and contact information

TASK 2: Public Involvement

The consultant will interview local government officials, staff, and military representatives, to understand current and future compatibilities and conflicts, as well as, interview Fort Hood representatives to identify current training, operations and objectives, as well as anticipated activities.

The consultant will prepare a Public Involvement Plan to involve the general public and stakeholders in the Feasibility Study process. The consultant will be responsible for creating and distributing press releases related to meetings, updates, and other topics of interest or as directed by Fort Hood or civilian stakeholders. The consultant will also develop and maintain a website to engage the public. The website will include, but not be limited to, meeting summaries, maps, data gathered, documents, recommendations, and study participants. The website will have an email link for the public to use to provide input at any time during the process. The consultant will conduct at least two public workshops; one to introduce the project to the public, and a second workshop to review recommendations and to present final findings/recommendations. Each of these workshops will allow members of the public to provide input and feedback. Other specific public involvement activities at various stages of the project will occur at the direction of the sponsor or Fort Hood.

Task 2 – Deliverables

- Public Involvement Plan
- Press Releases
- Log of public workshops, including lists of participants, event summaries, and record of public input/feedback received
- Documentation of other public involvement activities
- Website

TASK 3: Existing and Historical Conditions Analysis and Mapping

Task 3A – Existing Data Collection

The consultant will:

- Identify and collect pertinent information and data, studies, reports, comprehensive plans, and information on current and foreseeable or planned Fort Hood rail and truck cargo transfer operations supporting the Fort Hood military operations.
- Identify, review and summarize land use policies and plans being implemented by Fort Hood within the study area and civilian stakeholders within areas adjoining the Fort Hood study area.
- Identify, review and summarize current ordinances, land development codes and policies, military regulations, federal and State of Texas laws and regulations that address potential land use conflicts between study area land uses and Fort Hood operations and uses; and other regulations that control or reduce potential conflicts between land uses and installation operations.
- Identify existing and proposed infrastructure or community facility improvements proposed within and adjacent to the Fort Hood study area
- Identify and map any on– post improvements that would potentially alter or increase the impact on foreseeable future rail and truck cargo transfer projects
- Identify other data needs as necessary or as directed by the sponsor or Fort Hood
- Identify and assess NEPA considerations and the impact to the proposed project, not limited to, but to include: WOTUS, cultural, cumulative effects, natural, air quality, noise, air space, and hazardous/toxic materials.

The consultant will need to include, but not limited to, the following source documents to support this effort:

- ❖ National Security Strategy (NSS)
- ❖ National Military Strategy (NMS)
- ❖ FY 18 NDAA
- ❖ Army Operating Concept (AOC)

- ❖ Fort Hood master plans
- ❖ Municipal strategic/comprehensive plans and zoning ordinances

Task 3B – GIS Mapping

The consultant will utilize Geographic Information Systems mapping technology to display and analyze the following data:

- ✓ Base maps to establish desired scale and map layout for presentation and report– sized maps
- ✓ Parcel– specific existing land use maps for the study area
- ✓ Currently adopted parcel– specific zoning district maps for the study area using data obtained from local governments
- ✓ Current and proposed utility infrastructure and transportation systems
- ✓ Coordinate all GIS efforts with CTCOG GIS section
- ✓ Other mapping as required to complete this task

Task 3 – Deliverables

- Updated GIS coverage for existing and future land use. All GIS coverage will be delivered in the State of Texas Plane Coordinate System. This coverage will have feet as the unit of measurement and shall be delivered in the ArcGIS software format.
- Hard copy maps where necessary and appropriate showing GIS coverage.
- Draft report detailing the review of the existing regulatory schema and including other pertinent data as well as a meaningful analysis of all data gathered.

TASK 4: Identification and Analysis of Land Use and Facilities Conflicts

Task 4A – Identify existing land uses located within the study area boundary

In order to identify locations where land uses or development may be incompatible between military and civilian uses, a small-scale overview of current zoning and land use must occur. The consultant will classify existing land uses within and surrounding Fort Hood in terms of compatibility with military operations. Existing conflicts will be reviewed from the aspect of military operations and civilian concerns.

Task 4B – Evaluate Master Plans Impacting Fort Hood

To determine future conflicts, the consultant will evaluate existing relevant Community plans for area expansions in terms of mission, operation, testing, and/or infrastructure. The expansions or growth will be evaluated for impacts in traffic, air quality, noise and other types of nuisance.

Task 4 – Deliverables

Portions of report to include:

- Identifying existing and future land uses as well as existing and potential conflicts within area boundary to include existing land use compatibility maps.
- Presenting a description of relevant community plans and development objectives.

TASK 5: Future Community Development Potential and Assessment of Future Land Use Conflicts

Task 5A – Future Development Potential Analysis

To determine what might occur in the future, the consultant will collect and analyze data pertaining to planned or potential infrastructure expansions, and development activities or constraints in the study area. Consultant will develop various land use scenarios which will be overlaid with the study area using GIS mapping. Preferred land use alternatives will be discussed by the sponsor, Fort Hood, and other stakeholders.

Task 5B – Future Land Use Impact Assessment

Based upon existing land use and transportation issues, noise impacts, and future development potential of the study area, the consultant will identify future land use alternatives and identify the various potential advantages and disadvantages of each. The consultant will prepare Land Use Compatibility Maps that are reflective of existing and future land use issues.

Task 5 – Deliverables

- Future Land Use Compatibility Maps delineating alternatives, proposed future land use and zoning maps, including an inventory of vacant lands that cannot be developed due to infrastructure or environmental constraints and existing buffers around Fort Hood.
- Draft report sections including land use analysis and conflict assessment with the draft report to include three options for a Fort Hood Joint Use Multi-Modal Rail/Truck Facility design and rough cost estimate based on a pre-engineering assessment.

TASK 6: Draft and Final Feasibility Study

Task 6A – Draft Report presented to the Feasibility Study sponsor and Fort Hood

The consultant will present draft products to the sponsor and Fort Hood for review. A feasibility study draft will also be placed on the study website for public review upon release by Fort Hood.

Task 6B – Recommendations to CTCOG Executive Committee

Upon satisfactory review and edit by the sponsor and Fort Hood a final report will be forwarded to the Central Texas Council of Governments for review and comment.

Task 6C – Final Draft Report Distributed

After input has been received from the Fort Hood and civilian stakeholders, a final draft report will be distributed to each entity for comment and review.

Task 6D – Revisions to Final Draft Report

After the report has been reviewed by all parties, Fort Hood, the sponsor and CTCOG will review comments made and incorporate them as necessary into a final report.

Task 6E – Presentation of Final Report to Fort Hood and CTCOG representatives

The final report will be prepared by the consultant and will include all comments and revisions outlined in above tasks. This final report including remaining deliverables will be presented to Fort Hood, the sponsor, and CTCOG.

Task 6F – Final Report Released to Public

Prior to adoption of the final report by Fort Hood, the sponsor and CTCOG, the report will be released to the public. The report will be available at local government offices, Fort Hood, and on the website. If requested, consultant will present the final feasibility report to participating elected officials if doing so does not increase costs.

Task 6G – Adoption of Final Report

A final draft report will be produced and distributed to Fort Hood and all participating local governments.

Task 6H – Final Report Made Available

The final report will be made available on the website. The report will also be distributed to Fort Hood, the sponsor and CTCOG in hard copy and electronically.

Task 6 – Deliverables

- All draft report sections
- Log of all comments received from Fort Hood, the sponsor, and other CTCOG stakeholders
- Hard copy (original and five copies) and digital copy of final Feasibility Study report
- Final report to include design concepts (three options) and a cost ROM (three options) for a Fort Hood Joint Use Multi-Modal Rail/Truck Facility
- A four-page summary of the study for public distribution
- Final reports on website

Project Timeline

The following is the anticipated timeline for the Joint Use Multi-Modal Rail/Truck Facility Feasibility Study, while some slippage is possible.

March 2018	Receive Grant Award. Publish RFP.
April 2018	Complete Task 1 & 2.
May 2018	Complete Task 3 & 4.
June 2018	Complete Task 5.
July 2018	Complete Task 4.
August 2018	Complete Task 5 and Tasks 6A, B & C.
September 2018	Complete Tasks 6 D, E, F, G, and H.

Products

- Project deliverables will include the Joint Use Multi-Modal Rail/Truck Facility Feasibility Final Report to include design concepts (three options) and a cost ROM (three options).
- Joint Use Multi-Modal Rail/Truck Facility Feasibility Plan Overview for OEA and CTCOG Websites.

SELECTION PROCESS

Proposals will be evaluated by a Technical Review Committee (TRC) on the basis of the submitted documents. The TRC will recommend the most qualified consultant team or firm to the Coryell County Commissioners' Court for approval. Once the consultant is chosen and authorized to proceed, it will be expected to immediately develop a final scope of service and contract agreement.

The Joint Use Multi-Modal Rail/Truck Facility sponsor reserves the right to waive any irregularity in any submittal or reject any or all proposals. Any cost incurred by candidate firm(s) or consulting team(s) in preparing submitted proposals is the sole responsibility of the respondent(s). All work is subject to funds appropriation. Submittals will be reviewed and respondents will be evaluated according to the following evaluation criteria:

- Consultant qualifications, references and experience on similar projects;
- Consultant's ability to accomplish study tasks in a timely manner;
- Consultant's proposed project methodology, organization, management and milestones;
- Consultant's familiarity with relevant state, regional and local planning and development laws, policies, regulations, plans and procedures;

- Consultant’s familiarity with relevant military plans, policies, regulations, studies, and documents and military operations and missions; and,
- Estimated project cost.

FACTOR	WEIGHT
Qualifications/Experience	30%
Ability to complete work on time	15%
Plan to accomplish the project	20%
Familiarity with state, regional and local laws, policies, regulations, and procedures	15%
Familiarity with military plans, policies, regulations, studies, and documents	15%
Estimated project cost	5%

SUBMISSION PROCEDURES

All submittals should be succinct and include the following information and documentation:

- ❖ A transmittal letter which states the respondent’s desire to perform the required services;
- ❖ A general informational statement which provides a brief description of the candidate firm or consulting teams, their background, size and typical projects;
- ❖ The specific experience of the staff members who would be assigned to the project, list of such individuals and designation of a project manager;
- ❖ Proposed work schedule and a detailed project timeline;
- ❖ An itemized breakdown of projected project cost;
- ❖ Provide samples of past projects of similar scope;
- ❖ Three (3) past client references, including names of individuals and phone numbers and other information as appropriate;
- ❖ Representation that the candidate firm or consulting team will in all aspects conform to and comply with Equal Opportunity Employment requirements;
- ❖ Assurance that candidate firm is in good standing with the State of Texas;

- ❖ Respondents will validate they are not on the federal debarment and suspension list; and,
- ❖ Assurance that this agreement will not result in a conflict of interest.

ADDITIONAL SERVICES

The Scope of Services may be added to, or changes in the Scope of Services may be modified for any services of a similar nature to those specified in the Scope of Services of this Request for Proposals, as mutually agreed to and at a price mutually agreed upon.

CONTRACT TERM

The Contract term shall be for a period anticipated to be six months commencing no later than 30 days after approval by County Commissioners' Court of Coryell County, Texas and after Respondent notification.

FORMAT AND CONTENT FOR RESPONSE SUBMITTAL

1. Cover Letter and Summary

- a. This section of the response should contain the name and address of the proposing firm and the names and telephone numbers of the individuals authorized to answer technical, price, and/or contract questions.
- b. A representative authorized to bind the company must sign the cover letter. Prefacing the response, include a summary of your response in brief, concise terms and the expected benefits of the response to the County of Coryell.

2. Firm Background, Principal Officers, and Prior Experience: Include the following information in this section:

- a. State the full name and address of the Respondent's organization and identify the parent company, if the Respondent is a subsidiary.
- b. Specify the branch office or other subordinate element that will perform, or assist in performing, this work. Provide resumes of consultants, who would be working directly with the County, including responsibility, experience, and qualifications.
- c. Indicate whether the Respondent operates as a corporation, partnership, or individual. Include the state in which the Respondent is incorporated and/or licensed to operate and the date of incorporation or licensing.
- d. Provide a listing of the principal officers of the organization including name, title, and length of experience with the Respondent organization.

- e. Provide financial statements for the prior year.
- f. Provide samples of management reports to be provided to the County.
- g. Include a detailed summary of the services the responding firm will provide if selected and the resources dedicated to delivering the products and services outlined within the response.
- h. Provide the same information for an entity that will participate in this project through a joint venture, subcontract, or shared arrangement.

3. References

The County of Coryell requests respondent to supply, with its RFP, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities, counties, or military installations that are customers of respondent. For each reference include the 1) name of firm; 2) address; 3) contact employee of firm, 4) with telephone number and 5) email address; 6) what services were or are provided to this reference; and 7) how long your firm has provided this service to the reference entity.

4. Outline

The respondent shall perform services in accordance with the Scope and Intent of the response, the instructions, the specifications, and the Terms and Conditions set forth in this RFP. **ANY** variance must be noted on the Exceptions/Deviations to Specifications Form, which is attached as **Attachment C**.

5. Concluding Remarks

This section shall contain any elaboration regarding the requested service or the items of information that the proposing party feels important to a clear understanding of the proposed service and/or capabilities.

6. Qualifications Questionnaire – Attachment A

7. Completed Respondent’s Certification Form – Attachment B

8. Fee Schedule

Firms acknowledges that by submitting a Proposal, the respondent is making an offer that, if accepted in whole or in part by the County, constitutes a valid and binding contract as to any and all items accepted in writing by the County. The period during which the County may accept a submitted Proposal is sixty (60) calendar days from the date of opening unless the Firm notes a different period.

9. Exceptions/Deviations to Specifications – Attachment C

10. Completed W-9 – Attachment D

11. Completed Conflict of Interest Questionnaire – Attachment E

12. Addenda (if applicable)

Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their response.

13. Contract to Provide Professional Consulting Services, and Insurance Requirements – Attachment F

**GENERAL TERMS AND CONDITIONS
COUNTY OF CORYELL**

1. General Conditions

Respondents are required to provide their submissions upon the following express conditions:

- a. Respondents shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the submittal conditions. No plea of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensation to the Respondent.
- b. Unless specifically stated otherwise in the specifications, only new products will be acceptable.

2. Preparation of Submittal

Submittals will be prepared in accordance with the following:

- a. All information required by the submittal shall be furnished. The Respondent shall print or type his/her name and manually sign the submittal and each continuation sheet on which an entry is made.
- b. Alternate submittals will not be considered unless authorized by the County.
- c. Proposed delivery time must be shown and shall include weekends and holidays if requested by the County.
- d. The County qualifies for exemption from State and Local Sales and Use Taxes pursuant to the Texas Limited Sales, Excise and Use Tax Act found in Chapter 151, section 155 and 309 of the Texas Tax Code. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates shall comply with Tax Code Chapter 151. Any such exemption certificate issued in lieu of tax shall be subject to State

Comptroller of Public Accounts. Failure by the respondent or the respondent's subcontractors to take advantage of the County's exemption and to obtain such exemption certificate shall make the respondent responsible for paying taxes incurred on materials furnished on the project without additional cost to or reimbursement by the County.

3. Submission of requested documents

- a. By providing a submittal, respondent acknowledges that the County of Coryell will not accept any submittal, or execute any submitted contract in conjunction with a submittal, that requires the County to agree to any of the following:
 - Governing law other than the law of the State of Texas
 - Venue other than Coryell County
 - Mandatory arbitration or mediation
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
 - Indemnification of respondent by the County of Coryell
- b. If submittals are mailed, documents and changes thereto shall be enclosed in a sealed envelope addressed to the Office of the County Judge, County of Coryell. The names and address of respondent, the date and hour of the RFP due date and the RFP number shall be placed on the outside of the envelope.
- c. Submittals must be provided on the forms furnished. Electronic versions will NOT be considered. Submittals may be modified only by written notice, provided such notice is received prior to the time and date set for the RFP opening.
- d. If you choose to mail your submittal, ensure it is addressed to:

Delivery Address: County of Coryell
ATTN: Office of the County Judge
800A, East Main Street
Gatesville, TX 76528

4. Rejection of Submittal

- a. The County may reject a submittal if:
 - (1) The respondent misstates or conceals any material fact in the submittal, or if
 - (2) The submittal does not strictly conform to law or the requirements of the RFP, or if
 - (3) The submittal is conditional, except that the respondent may qualify his/her submittal for acceptance by the County as an "All or None" basis.

- b. The County may, however, reject all submittals whenever it is deemed in the best interest of the County to do so, and may reject any part of a submittal unless the document has been qualified as provided in section 4(a) 3 above.

5. Withdrawal of Submittal

Submittals may not be withdrawn for up to sixty (60) days after the time set for the RFP opening, unless otherwise stated in the RFP.

6. Late submittals or Modifications

Submittals and/or modifications received after the time set for the RFP due time will not be considered.

7. Clarification or Objection to RFP Scope of Service

If any person contemplating providing a submittal is in doubt as to the true meaning of the scope of service or other RFP documents, or any part thereof, he/she may submit to the Office of the County Judge a request for clarification before the deadline established in the RFP. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any changes to the RFP, if made, will be made only by an addendum duly issued. A copy of such addendum will be posted to all sites previously listed. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. Any objection to the scope of services as set forth in the RFP documents must be filed in writing with the Office of the County Judge by the deadline established in the RFP.

8. Award of the Contract

- a. The County in conjunction with the CTCOG Executive Director reserves the right to accept any item or group of items of this RFP, unless the respondent qualifies his/her submittal by specific limitation (Reference section 4 (a) 3 above).
- b. A written award of acceptance mailed or otherwise furnished to the successful respondent will need to be followed up by a contract/service agreement initiated by the awarded respondent. The contract will then be reviewed by the County of Coryell County Attorney, Auditor, and CTCOG Executive Director for acceptance. Once the contract is signed by both parties, the procurement may take place.
- c. If identical submittals are received from two or more respondents and those submittals are the lowest and best value for the County of Coryell, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.

9. Submittal Protest

Any respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in writing to the Office of the County Judge within five (5) business days after the specified time of the RFP opening. The formal written protest must identify the name of the respondent contesting the solicitation, the RFP name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by the Office of the County Judge within ten (10) business days of receipt of the protest. All determinations made by the County are final.

10. Termination of Contract

The ensuing contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All respondents must state therein the reasons for such cancellation. The County reserves the right to award a cancelled contract to next best submittal as it deems to be in the best interest of the County.

11. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements, the respondent agrees that if this submittal is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

12. Conflict of Interest Disclosure Questionnaire

The respondent agrees that if a County Government elected official or an elected official's close relative or any officer or employee of the County has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the County, or be financially interested, directly or indirectly, in the sale to the County any land, materials, supplies or services except on behalf of the County, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- a. In the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- b. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the County of Coryell, including affiliations and business and financial relationships such persons may have with the County

of Coryell. An explanation of the requirements of Chapter 176 and complete text of the new law are available at <https://www.ethics.state.tx.us/forms/CIQ.pdf>.

13. Governing Law and Venue for Legal Action

Any agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in the courts with jurisdiction in Coryell County, Texas.

14. Conflicts in Terms and Conditions for Submittal

If any conflicts exist between the Terms and Conditions for submittals and contract between the owner and respondent, the contract between the owner and respondent shall prevail.

15. Insurance

All respondents shall have the appropriate amount of insurance while delivering the services once awarded, this coverage shall be present as to cover all losses up until the County accepts the items in writing.

a. Comprehensive General Liability and Property Damage Insurance.

The respondent shall take out and maintain during the life of the Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the County from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under the contract, whether such operations be by the respondent or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury

- (1) Each Occurrence – \$1,000,000
- (2) Annual Aggregate – \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence – \$1,000,000
- (2) Annual Aggregate – \$2,000,000

b. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person – \$500,000
- (2) Each Accident – \$1,000,000

Property Damage

(1) Each Occurrence – \$1,000,000

c. Professional Liability Minimum: \$10,000,000 coverage

“SAMPLE” CONTRACT

FORT HOOD–JOINT USE MULTI--MODAL RAIL/TRUCK FACILITY FEASIBILITY STUDY

THIS CONTRACT (“Contract”) is entered into this _____ day of _____, 2018 effective immediately by and between _____ (“CONSULTANT”) and the COUNTY OF CORYELL of the State of Texas (“COUNTY”). In matters of financial management and grant administration, the Central Texas Council of Governments (CTCOG) Executive Director will act for the County. For convenience, the CONSULTANT and the COUNTY may sometimes be referred herein collectively as “parties” and individually as a “party”.

WITNESSETH

WHEREAS, COUNTY desires to engage the CONSULTANT to provide consulting services to the COUNTY for Fort Hood Joint Use Multi-Modal Rail/Truck Facility Feasibility Study and other work and services all as described on the County Request for Proposals which is attached hereto as Exhibit "A".

WHEREAS, CONSULTANT agrees to provide such work and services for the COUNTY in accordance with the terms of this Contract;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Employment of Consultant:

a. COUNTY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in the COUNTY's Request for Proposals dated March 12, 2018 which is hereby incorporated into this Contract as Exhibit "A" and as described in the CONSULTANT's response dated _____, 2018, which is hereby incorporated into this Contract as Exhibit "B".

b. Notwithstanding anything to the contrary contained in this Contract, COUNTY and CONSULTANT agree and acknowledge that COUNTY is entering into this Contract in reliance on CONSULTANT's special and unique abilities with respect to Fort Hood Joint Use Multi– modal Rail/Truck Facility Feasibility Study. CONSULTANT accepts the relationship of trust and confidence established between it and the COUNTY by this Contract. CONSULTANT covenants with COUNTY to use its best efforts, skill, judgment, and abilities to perform the work in the Project and to further the interests of COUNTY in accordance with County's requirements, in accordance with the highest standards of CONSULTANT's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The CONSULTANT warrants, represents, covenants, and agrees that all of the work to be performed by the CONSULTANT under or pursuant to this Contract shall be of the standard and quality

which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances. CONSULTANT warrants, represents, covenants, and agrees that the work it performs will be accurate and free from any material errors.

2. Term: The term of this Contract shall be no more than six (6) months, commencing on _____ (date), 2018 and ending no later than _____ (date), 2018.

3. Compensation: The COUNTY in conjunction with CTCOG agrees to pay the CONSULTANT a fee of \$ _____ as described in the CONSULTANT's Response (attached hereto as Exhibit "B"). CONSULTANT agrees to provide all services required under this Contract for said sum.

4 Method of Payment: The CONSULTANT shall bill monthly for services completed to date. Total payments shall not exceed the amount shown in (3), above. COUNTY shall pay invoices within 30 days of receipt; provided, however, that in the event COUNTY requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the supporting documentation.

5. Changes: COUNTY may, from time to time, require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between COUNTY and the CONSULTANT, shall be incorporated in written amendment to this Contract.

6. Services and Materials to be Furnished by COUNTY: COUNTY shall furnish the CONSULTANT with all available information, data, and material CONSULTANT requests pertinent to the execution of this Contract. COUNTY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

7. Termination:

a. If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner its obligation under this Contract, COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

b. Either Party has the right to terminate this Contract for any reason, with or without cause, upon ten (10) business days' notice to the other Party. Upon termination pursuant to this paragraph, the CONSULTANT shall be entitled to payment of such amount as shall compensate CONSULTANT for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the CONSULTANT shall have delivered to COUNTY such statements, accounts, reports and other materials as required herein, and provided that CONSULTANT shall have delivered to COUNTY all reports, documents and other materials prepared by CONSULTANT prior to termination. COUNTY shall not be required to reimburse CONSULTANT for any services performed or expenses incurred preformed or expenses incurred after the date of the termination notice.

c. **Non-appropriation:** If the governing body of the COUNTY fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non- appropriation ("Event of Non- appropriation") will have occurred, the terms of this Contract will not be renewed, and CONSULTANT or COUNTY may terminate this Contract at the end of the then current Fiscal Year, whereupon COUNTY will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the COUNTY or create a debt of COUNTY beyond its current Fiscal Year. CONSULTANT HAS NO RIGHT TO COMPEL COUNTY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF COUNTY.

The County agrees to use its best efforts to obtain authorization and appropriation of such funds and if such funds are appropriated, the governing body of the COUNTY shall, for each ensuing Fiscal Year in which payments are due to be made, make all such payments subject to the terms of this Contract.

8. Information of Reports: The CONSULTANT shall, at such time and in form as COUNTY may require, furnish such periodic reports concerning the status of the services provided hereunder, and copies of proposed and executed plans and other information relative to the Project as may be requested by COUNTY. The CONSULTANT shall furnish COUNTY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of the services provided hereunder. The CONSULTANT shall furnish COUNTY with an electronic copy of all materials prepared or developed in relation with or as part of the services provided hereunder.

9. Records and Inspections: CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Contract for a period of two years after the termination of the Contract, or if litigation relating to any aspect of this Contract is commenced within the two- year period, until there is a final, non- appealable judgment or a settlement agreement has been executed between all the parties. COUNTY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

10. Completeness of Contract: This Contract and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Contract and the documents attached hereto, the terms of this Contract shall control. This Contract may not be subsequently modified except in writing signed by both parties.

11. COUNTY Not Obligated to Third Parties: COUNTY shall not be obligated or liable hereunder to any party other than the CONSULTANT.

12. When Rights and Remedies Not Waived: In no event shall the making by COUNTY of any payment to the CONSULTANT constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of

any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.

13. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the COUNTY and all of its officers, employees, council members and agents from any and all claims by third parties, including, but not limited to, claims for damages, judgments, attorney's fees, expenses, injunctive or equitable relief, interest, personal injury, and death, that may arise from the CONSULTANT's performance under this Contract, provided that CONSULTANT shall not be required to indemnify or hold the COUNTY harmless for the intentional or negligent acts or omissions of the COUNTY to the extent that such acts cause the injuries or damages complained of.

14. Insurance: Consultant agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Contract in the amounts not less than those required of other professional consultants retained by COUNTY. CONSULTANT shall provide COUNTY with evidence of such coverage in a form which is acceptable to the COUNTY. Such policies shall name the COUNTY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the COUNTY.

15. Personnel: The CONSULTANT has all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT's supervision, and all personnel engaged in the work shall be qualified to perform such services.

16. Assignability: The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Contract without the prior written consent of COUNTY.

17. Notices: Any notices or reports required by this Contract shall be sufficient if sent by the parties via personal delivery, facsimile, or via United States certified mail, postage paid, to the addresses noted below:

To County: Office of the Coryell County Judge

800A East Main Street
Gatesville, TX 76528

To Contractor: _____

18. Governing Law Venue: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Contract shall lie in Coryell County, Texas.

19. Attorney's Fees/Costs: If any legal proceeding is brought to interpret or enforce the terms of this Contract, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to the prevailing party's actual damages, reasonable attorney's fees and court costs.

20. Authority to Sign: The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Contract.

21. IN WITNESS WHEREOF, COUNTY and the CONSULTANT have executed this Contract as of the date first written above.

**CENTRAL TEXAS COUNCIL OF
GOVERNMENTS FOR THE COUNTY
OF CORYELL:**

CONSULTANT:

By (Signed): _____

By (Signed): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

LISTING OF ATTACHMENTS A – E

ATTACHMENT A: QUALIFICATIONS QUESTIONNAIRE

**ATTACHMENT B: COMPLETED RESPONDENT'S
 CERTIFICATION FORM**

**ATTACHMENT C: EXCEPTIONS/DEVIATIONS TO
 SPECIFICATIONS**

ATTACHMENT D: COMPLETED W-9

**ATTACHMENT E: COMPLETED CONFLICT OF INTEREST
 QUESTIONNAIRE**

ATTACHMENT A

QUALIFICATIONS QUESTIONNAIRE

QUALIFICATIONS QUESTIONNAIRE

The County is interested in entering into a relationship with a consultant who is able to assist with Fort Hood Joint Land Use Study. This will require a consultant who is experienced with cities in Texas and/or other public entities, and who is available and accessible to the Staff and Employees. To assist in the evaluation of qualifications, please answer the following questions:

1. Please explain what separates your company from its competitors and what specifically qualifies you to be a consultant for the County.
2. Please describe your philosophy for encouraging public participation.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS

TRUE AND CORRECT. Name and Signature of Principal.

(Name)

(Signature)

Title of Principal: _____

Company Name: _____

Date: _____

ATTACHMENT B

**COMPLETED RESPONDENT'S
CERTIFICATION FORM**

RESPONDENT'S CERTIFICATION

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR RESPONSE

I, the undersigned, by signing the following statement agree that I have read and understand all of the instructions, specifications, and terms and conditions contained on each page of this Request for Proposals. I also understand that if this response is accepted by The County of Coryell that all of the instructions, specifications, and terms and conditions submitted in my response and any additions, changes, or deletions made during negotiations will be made a part of this response under a binding Contract between my Company and the County of Coryell, Texas. I also certify that this response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a response for the same materials, and is in all fair and without collusion or fraud:

Our company is a (Check One):

Corporation (The response MUST be signed by an Officer of the Company)

Partnership (The response MUST be signed by a General Partner)

Joint Venture (The response MUST be signed by an Officer of the Company)

Sole Proprietor (The response MUST be signed by the Owner)

Compensation requirements:

Any compensation paid to the Respondent concerning the products and services should be outlined in detail in the response on a page immediately following the Respondent's Certification. The undersigned agrees not to accept remuneration or commission from any other source for any services related in the response.

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME: _____

(TYPED/PRINTED):

SIGNATURE: _____ **DATE:** _____

[Your signature attests to your offer to provide the goods and/or services in this response according to the published provisions of this Request for Proposal. When an award letter is issued, it becomes a part of this contract.]

ATTACHMENT C

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

RFP FOR FORT HOOD JOINT FACILITY FEASIBILITY STUDY

**NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR RESPONSE
EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS**

Please initial:

_____we have not made exceptions or deviations to specifications

_____we have made exceptions or deviations to specifications.

Please list exceptions/deviations in the space below:

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM:

SIGNER'S NAME

DATE

TITLE:

ATTACHMENT D

COMPLETED W-9

ATTACHMENT E

CONFLICT OF INTEREST DISCLOSURE

QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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.