EASTLAND COUNTY, TEXAS

REQUEST FOR PROPOSAL

PAVING COUNTY ROAD 294

SOUTH OF CISCO, TEXASTABLE OF CONTENTS

1. INSTRUCTIONS …………………………………………………………………………………3
2. SCOPE OF WORK………………………………………………………………………………..4
3. MINIMUM TECHNICAL REQUIREMENTS………………………………………………..6
4. GENERAL CONTRACT TERMS AND CONDITIONS…………………………………..6
5. SPECIFICATIONS………………….…………………………………………………….……10

**EASTLAND COUNTY, TEXAS**

**REQUEST FOR PROPOSAL**

**I. INSTRUCTIONS**

RETURN THREE (3) COPIES OF ENTIRE PACKET AND YOUR SUBMITTAL TO:

LORETTA KEY

EASTLAND COUNTY AUDITOR

100 W. MAIN STREET, SUITE 205

EASTLAND, TEXAS 76448

The Enclosed REQUEST FOR PROPOSAL is for your convenience in submitting an offer for the enclosed referenced services for Eastland County.

Sealed proposals shall be delivered to the Eastland County Auditor’s Office no later than:

12:00 p.m., Wednesday, October 5, 2022

"CR 294 Paving" shall be clearly marked on the front of the envelope.

PROPOSALS WILL BE received and publicly acknowledged at a regular called meeting of the Eastland County Commissioners’ Court, 100 W. Main Street, Suite 203, Eastland, Texas on Tuesday, October 11, 2022, at 9:00 a.m. Proposers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents of competing Proposers and kept secret during the negotiation/evaluation process.

However, 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 Proposer as such.

**IT IS UNDERSTOOD THAT** Eastland County reserves the right to accept or reject any and/or all Proposals as it shall deem to be in the best interest of Eastland County. Receipt of any Proposal shall under no circumstances obligate Eastland County to accept the lowest Proposal. The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposal.

**PROPOSALS SHALL** include this request and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.

**LATE PROPOSALS** received in County Auditor's office after submission deadline will be returned unopened and will be considered void and unacceptable. Eastland County is not responsible for lateness of mail, carrier, etc.

**ALTERING PROPOSALS:** Any interlineations, alterations, or erasures made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** A Proposal may not be withdrawn or cancelled by the Proposer for a period of thirty (30) days following the date designated for the receipt of proposal. Proposer so agrees upon submittal of their proposal.

**DISCLOSURE OF CERTAIN RELATIONSHIPS:** All proposers must complete the “Conflict of Interest Questionnaire”. Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. The completed conflict of interest questionnaire must be filed with the Eastland County Clerk not later than the seventh business day after the response to a Request for Proposal or Bid is submitted. Any questions can be directed to the Texas Ethics Commission in Austin.

**DISCLOSURE OF INTERESTED PARTIES:** Texas Government Code Chapter 2252, Section 908 states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. Business entities are required to submit a Notice of Disclosure on the Texas Ethics Commission website: <https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm> . A copy of the Texas Ethics Commission submission should be submitted to the Eastland County Auditor’s Office.

**II. SCOPE OF WORK**

**PURPOSE:** Eastland County's intent of this Request for Proposal and resulting contract is to obtain proposals from and the services of a qualified contractor with sufficient experience to perform requested work.

**INFORMATION/QUESTIONS:** Requests for information regarding contractual matters related to this RFP should be directed to:

Rex Fields, County Judge

Eastland County

100 W. Main Street, Suite 203

Eastland, Texas 76448

254-629-1263/Fax 254-629-6090

[ecjudge@eastlandcountytexas.com](mailto:ecjudge@eastlandcountytexas.com)

**EVALUATION CRITERIA AND FACTORS:** The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

40% Proposer's total proposed price

30% Proposer's qualifications/experience

30% Proposed services meeting Eastland County's needs and requirements

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining the best and final offers as determined to be in the best interest of Eastland County.

# **SUBMITTAL:** For proper comparison and evaluation, Eastland County requests that Proposals address, at a minimum, the following format:

# Cover Letter: A brief introductory letter of representation. Briefly state your understanding of the work to be performed and make a positive commitment to perform the work within the time period. State the names, titles, addresses, and telephone numbers of persons authorized to make representations for the Proposer.

Degree of Compliance: A statement that all services quoted in proposal are in full accord with the specifications or a brief listing of all those specification sections to which the Proposer takes exception. All comments shall be listed and numbered in order of the respective article of the specification.

Proposal Pricing: Summarize the work plan to accomplish the scope defined in these guidelines stated herein and the maximum fee for the requested work.

Descriptive Literature: Illustrative or descriptive literature, brochures, specifications, etc. that provide additional Proposer/product information with regard to issues addressed in other areas of the proposal.

Contractor Background Information: This section should include a description of the Proposer's experience with other services similar to the one described herein. This information should include, at a minimum, the information requested herein.

* Briefly describe the firm and location.
* Affirm that Proposers are independent.
* Identify the supervisors who will work on the project.
* Include information which attests to the Proposer's experience.

References: Proposer shall submit with this proposal a list of at least six (6) references where like services or similar projects have been performed by their company. Include name of client, representative's name, address, and telephone number.

# **TERM:** The initial term of the contract shall be for a sixty-day period with estimated start date of October 24, 2022, and completion date of December 22, 2022.

**PROPOSER RESPONSIBILITY:** It is the responsibility of each vendor before submitting a proposal to:

* Examine thoroughly the contract documents and other related data identified in the proposal documents.
* Consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
* Study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
* Promptly notify the County Judge of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

**III. MINIMUM TECHNICAL REQUIREMENTS**

**NATURE OF SERVICES REQUIRED: (See V. SPECIFICATIONS)** Pave an approximate 7920 linear feet section of Eastland County Road 294.

Projected completion date is not later than December 22, 2022.

**CONTRACTUAL ARRANGEMENTS:** Eastland County reserves the right to accept or reject any or all proposals submitted. Eastland County is under no legal requirement to execute a contract and intends the material herein as a general description of the services desired.

**IV. GENERAL CONTRACT TERMS AND CONDITIONS**

**CONTRACT:** This request for Proposal, submitted documents, and any negotiations, when properly accepted by Eastland County, shall constitute a contract equally binding between the successful Proposer and Eastland County. No different or additional terms will become a part of this contract with the exception of a Change Order.

# **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, Subtitle C, Chapter 171.

## **ADDENDA:** Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Eastland County Auditor. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

## **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Eastland County Auditor.

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

## **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Eastland County, Texas.

## **SUBMITTAL OF CONFIDENTIAL MATERIAL:** Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by Eastland County. Each page should be identified including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** Proposer shall submit information on its organization, experience and staff assigned to the project; provide headquarters, nearest office and managing office for the project stated herein; and show level of organizational responsibility of key projects staff members. A prospective Proposer must affirmatively demonstrate its responsibility by providing evidence of the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Eastland County may request representation and other information sufficient to determine Proposer’s ability to meet these minimum standards listed above.

**PROCUREMENT:** Eastland County complies with Texas Local Government Codes 252 and 262 as applicable for purchases.

## **SUCCESSFUL PROPOSER SHALL** defend, indemnify and save harmless Eastland County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment cost which may be obtained against Eastland County growing out of such injury or damages.

## **SALES TAX:** Eastland County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

## **DESIGN STANDARDS AND PRACTICES:** Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

**PROPOSERS MUST COMPLY WITH** all federal, state, county and local laws governing or covering this type of service.

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

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with the accepted proposal.

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

Either party may terminate this contract with thirty (30) days written notice prior to either party stating cancellation. The successful Proposer must state therein the reason for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the County Judge, 100 W. Main Street, Suite 203, Eastland, Texas 76448.

## **PERFORMANCE OF CONTRACT**: Eastland County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

## **INVOICES:** Invoices shall be mailed directly to

#### Eastland County Auditor’s Office

100 West Main Street, Suite 205

Eastland, Texas 76448

The invoices shall show:

1. Name and address of successful Proposer;
2. Detailed breakdown of all charges for the services stating any applicable period of time;

Invoices shall be based upon actual services rendered and actual hours of performance.

##### **PAYMENT:** Payment will be made upon receipt and acceptance by the County of completed services and/or delivery of products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Proposer is required to pay subcontractors within ten (10) days from receipt of payment from Eastland County.

##### **OWNERSHIP:** All plans, prints, designs, concepts, etc., shall become the property of Eastland County.

##### **INSURANCE:** Before commencing work, the successful Proposer shall be required, at their own expense, to furnish the Eastland County Auditor within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:

1 Public Liability and property damage insurance coverage including, but not

limited to, the liability assumed in the indemnification provisions

(as specified in this RFP) fully insuring contractor’s and/or subcontractor’s

liability for injury to, or death of, county employees and third parties,

with a minimum combined coverage for each occurrence of $500,000.00.

1. Comprehensive automobile and truck liability insurance to include coverage of

owned, hired, and non-owned vehicles with minimum limits of $300,000.00

each occurrence for bodily injury and $100,000.00 each occurrence for

property damage. Such insurance is to include coverage for loading and

unloading hazards.

1. Pursuant to Texas Labor Code 406.096 Contractor awarded the contract shall certify in writing that the contractor provides workers’ compensation insurance coverage for each employee of the contractor employed on a public project.
2. Within 10 days after the acceptance of the Proposal and prior to commencement of work, the Proposer shall furnish a performance bond to the county for the full amount of the contract.

Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to Eastland County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

##### **FUNDING**: Funds for payment will be provided through the Eastland County fiscal year 2023 budget approved by the Commissioners' Court for the stated fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Eastland County fiscal year shall be subject to budget approval.

**V. SPECIFICATIONS**

Asphalt Surface Installation on County Road 294, Eastland County, Texas

* Estimated area: 22 feet x 1.5 miles
* GPS coordinates 32.226780,-98.958386 to 32.226759,-98.932440

PROPOSAL TO INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT TO PROVIDE LISTED SERVICES BELOW, ALL TO MEET INDUSTRY STANDARDS.

Install asphalt surface over existing county road rock base material

* Blade, process, and compact existing subgrade to dense state on right-of-way
* Shoot prime over prepared subgrade (MC-30 prime oil) rate 25 gallons per square yard
* Import, pace and compact 2” Type D hot mix asphalt on prime oiled subgrade
* Clean up and remove all installation spoils

Questions regarding the specifications should be addressed to Commissioner Ronnie Wilson by telephone at 254-643-2532.

**VENDOR REFERENCES**

List six (6) 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.  **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

**REFERENCE ONE**

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

**REFERENCE FOUR**

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

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

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

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

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

**REFERENCE FIVE**

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

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

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

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

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

**REFERENCE SIX**

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

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

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

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

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

**AFFIDAVIT**

The undersigned certifies that the Proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if Proposal is accepted (within 43 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.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared

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

Who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal 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 Proposal.

Name and Address of Proposer:

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

(Company)

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

(Address)

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

(City, State, Zip)

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

(Phone/Fax)

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

(Federal ID Number)

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

(Signature)

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

(Name-printed or typed)

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

(Title)

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

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

Notary Public in and for the State of Texas

(seal)