



COOKE COUNTY
AUDITOR'S OFFICE
101 S. DIXON ST
GAINESVILLE, TEXAS 76240

REQUEST FOR PROPOSALS

“Debris Monitoring Services”

**FOR
COOKE COUNTY**

PROPOSAL NUMBER: 24-05

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
2:00 P.M. on July 17, 2024

PROPOSAL SUBMISSION

DEADLINE: Completed proposals must be received in the Cooke County Auditor's Office on or before **2:00 p.m. on July 17, 2024**. Proposals will be publicly opened immediately thereafter in the Cooke County Commissioner's Court Room (1st floor) in the Cooke County Courthouse, 101 S. Dixon St, Gainesville, Texas 76240.

In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, Proposals will be received and opened the following business day at the designated time and place stated herein. For example, if Proposals are due on Wednesday at 2:00 p.m. and the County is closed on Wednesday for bad weather or an unforeseen event, the Proposals will be accepted until Thursday, 2:00 p.m.

METHOD: Only sealed proposals may be hand delivered or mailed to:

*Cooke County Auditor's Office (located on the 1st Floor of Cooke County Courthouse)
101 S. Dixon St
Gainesville, Texas 76240*

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

PROPOSAL REQUIREMENTS

SUBMITTAL: Two (2) electronic copies (via CD or jump drive), one (1) unbound original proposal and three (3) bound copies should be submitted. The proposals should be marked “original” or “copy”. Electronic copies should be in MS Word or pdf, unencrypted, and non-password protected format. A “complete proposal” consists of all the required proposal documents with appendices filled out and signed. **All copies must have the same attachments as the original.**

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

Respondents are responsible for checking the County’s electronic website for any changes to the Proposal documents, such as addenda, clarifications and questions located at <https://www.co.cooke.tx.us/>. The County can only guarantee the accuracy and completeness of information on the county website. **If another agency or construction data website references this project, please also refer to the county website mentioned above to verify completeness of the data.**

GENERAL INFORMATION: The general area of Cooke County impacted is from FM922 at the Cooke County/Montague County line extending in an east/southeast direction to the intersection of Lone Oak Road and Interstate 35 and continuing toward FM3442 south of East Lone Oak Road. Approximately 340 homes were destroyed or received major damage. 158 sustained minor damage and 200 reported being affected.

The primary debris collection point will be at 427 JL Drive, Valley View, TX. 76272.

REFERENCES: Cooke County may require Respondent to supply a list of references where like services have been supplied by their firm. **(See Appendix G).**

DEBARMENT CERTIFICATION: All Participants are required to have an account through SAM.gov (<https://sam.gov/>). All participants are required to sign a certification or acknowledgement stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76 **(See Appendix D).** ***This form must be signed and submitted with your Proposal.***

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

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

LATE PROPOSAL: Proposals received after submission deadline will be returned to the Respondent as they are considered void and unacceptable. Cooke County is not responsible for lateness of mail, courier service, etc.

WITHDRAWAL OF PROPOSAL: A Respondent may withdraw a proposal that has been submitted at any time up to the proposal opening due date and time. To accomplish this, a written request signed by an authorized representative of the Respondent shall be submitted to

the proposal contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of sixty (60) days after the proposal opening.

AWARD OF CONTRACT

NINETY DAYS: The bid award(s) are anticipated to be made within five (5) days after the bid opening date. The Commissioners Court may reject or award a bid on a per item basis. Results may be obtained by contacting the Cooke County Auditor's Office at 940-668-5430 or by email at purchasing@co.cooke.tx.us.

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

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

CONTRACT ADMINISTRATION: After the award, Ray Fletcher, Emergency Management Coordinator phone (940) 668-5400 shall be the contract administrator/Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator/ODR shall serve as liaison between Cooke County and the successful Respondent.

CONTRACT PERIOD(S): Contract term shall commence on July 22, 2024, and shall continue through December 31, 2024, and may be extended for two (2) additional one-year period(s) if so agreed to by awarded Respondent and approved by the County. If the County or awarded Respondent should decline any renewal period or after the exhaustion of the entire contract term, the County may request up to an additional sixty (60) days past any contract term to advertise and award a new proposal for such items without any pricing adjustments.

CONTRACT PRICE AND TERM RENEWALS: Pricing shall remain firm during the initial term of the contract. Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30-days after receiving notice from the County of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval from the County in writing. Request for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profit.

PROPOSAL CONTACTS

PROPOSAL QUESTIONS OR REQUEST FOR CLARIFICATIONS: Any questions or requests for clarification must be submitted to the Cooke County Auditor's Office, in writing, to purchasing@co.cooke.tx.us prior to **2:00 P.M. on July 17, 2024**. Please indicate "Proposal 24-05 Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known Respondents who have expressed interest in this proposal. Unauthorized contact regarding this Request for Proposal with any Cooke County employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely on written statements only.

PURCHASING CONTACTS:

Cooke County Auditor's Office

101 S. Dixon St
Gainesville, TX 76240
940-668-5430
purchasing@co.cooke.tx.us

PROPOSAL PROTEST: Any Respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the named contacts above within ten (10) business days after proposal award. The formal written protest must identify the name of the Respondent contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation

TERMS AND CONDITIONS

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. No price adjustment or penalty shall be charged by the Respondent for variances to the estimated amounts needed.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate as the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Proposal.

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

SALES TAX: Cooke County is by statute, exempt from the State Sales Tax and Federal Excise Tax. The County qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Respondent or the Respondent's Subcontractors to take advantage of the County's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the County. Sales Tax Exemption Forms are available upon request from the Cooke County Auditor's Office.

ADDENDA: Any interpretations, corrections, or changes to this Request for Proposal (RFP) will be made by addenda. Sole issuing authority of addenda shall be vested in Cooke County Auditor's Office. Addenda will be mailed to all who are known to have received a copy of this RFP. Vendor shall acknowledge receipt of all addenda.

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

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

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

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

PURCHASE ORDER: A purchase order(s) will be required and will be generated to the successful Respondent for items and/or services. The purchase order number must appear on all itemized invoices and/or requests for payment.

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

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

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Gabriella Young, 940-668-5431.

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

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. ***The Conflict of Interest Statement is attached (see Appendix C) to this Request for Proposals packet. This form should be completed, signed, and submitted with your Proposal.***

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

agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. **Information regarding the 1295 Form is attached (see Appendix E) to this bid packet.** The successful bidder will be required to submit a signed 1295 Form to the County prior to the award of this bid and/or prior to signing a contract with the County.

ETHICS: The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cooke County prior to an award of contract or during the contract performance dates.

HOUSE BILL 89 VERIFICATION: House Bill 89 prohibits governmental entities from contracting with companies who boycott Israel and from investing in companies that boycott Israel. Participants are required to sign form HB 89 Verification Form (see Appendix F) verifying that they do not boycott Israel, nor do they invest in companies that boycott Israel and will not boycott Israel or invest in companies that boycott Israel during the term of the contract. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

SENATE BILL 252: Governmental agencies may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The State Comptroller's Office will publish/maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The County is required to verify prior to entering into a contract.

DOCUMENTATION: Respondent shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may make the proposal non-responsive and as a result the proposal may be rejected by the County.

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

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

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

Either party may terminate this contract with a thirty (30) day written notice prior to either party stating cancellation. The successful vendor shall state therein the reasons for such cancellation. Prior written notice shall be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other part at the address

on the affidavit for the contractor or to Cooke County Auditor at 101 S. Dixon St, Gainesville, TX 762403.

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

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

APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER, THE COMMISSIONERS COURT OF COOKE COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN COOKE COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

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

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

CONTRACTORS EMPLOYEES/SUBCONTRACTORS: Cooke County shall have the right at any time to request replacement of any of the contractor's employees/subcontractors. Upon such request, the contractor shall use all reasonable efforts to promptly replace such employee/subcontractor with a team member having skills and training that are equal to or exceed those of the individual to be replaced. All such replacement personnel shall require prior written approval by Cooke County.

INDEPENDENT CONTRACTOR: The agreement does not create an employee/employer relationship between the award contractor and Cooke County. It is Cooke County's intention that the awarded contractor will be an independent contractor and not an employee of Cooke County's for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers compensation, and unemployment insurance laws. The contractor will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The contractor agrees that it is a separate and independent enterprise from Cooke County and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and Cooke County, and Cooke County will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

LIABILITY INSURANCE: Contractor, the successful bidder shall procure and maintain, with respect to the subject matter of this bid, insurance coverage. The Contractor will maintain, at its expense, insurance with limits not less than those prescribed below that may arise directly or indirectly from work performed under terms of this bid. The Contractor must provide the Auditor's Office/Purchasing a Certificate of Insurance with the required coverage upon execution of Agreement. The Contractor must submit a Certificate of Insurance reflecting coverage as follows:

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$250,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$500,000

Endorsement for Waiver of Transfer of Recovery Against Others.

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$500,000	\$500,000
Property damage	\$500,000	\$500,000
Aggregate policy limits		No aggregate limit

The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Cooke County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Cooke County for liability arising out of operations under the Agreement with Cooke County."
- c. "Cooke County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Cooke County."

- e. Policies and/or endorsements shall show the following address for Cooke County as additional insured, and all notices shall be sent to this address:

Auditors Office
101 S. Dixon St
Gainesville, Texas 76240

Workman's CompensationStatutory

WORKERS' COMPENSATION INSURANCE COVERAGE:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity. Contractor shall require all subcontractors to maintain Workers' Compensation Insurance coverage on their employees and to otherwise comply with the provisions set forth below.

A. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Project.
- (2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the Duration of the Project.
- C. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- D. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Project, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been

extended.

- E. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning work on the Project, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Project.
- F. The Contractor shall retain all required Certificates of Coverage for the Duration of the Project and for one year thereafter.
- G. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services on the Project.
- H. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- I. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project and all persons providing services on the Project will be covered by workers' compensation coverage for the Duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- J. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement. The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain, or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement terminated if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except

where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

PREVAILING WAGES: Cooke County requires that Contractors utilize the Davis-Bacon Act in determining prevailing wages. The Davis-Bacon Act applies to federally funded or assisted projects. The Contractor and its subcontractors shall be required to pay the prevailing wage rate based on the Davis-Bacon wage rates applicable to Cooke County, Texas at www.wdol.gov.

PERFORMANCE AND PAYMENT BONDS: At the point in time when this contingency contract becomes active a performance and payment bond shall be required from the awarded respondent before beginning work. If the total accepted bid/proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Auditor, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Cooke County reserves the right to accept or reject any surety company proposed by the respondent. In the event Cooke County rejects the proposed surety company, the respondent shall be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Cooke County. Contractors must use the County's bond forms attached to this document. **(Appendix I – Payment Bond Form and Appendix J – Performance Bond Form)**

PROPOSAL SPECIFICATIONS

Cooke County/Emergency Management Department is seeking sealed proposals to provide Debris Monitoring Services for the County as needed.

GENERAL INFORMATION: Cooke County is soliciting services for Debris Monitoring Services to support the County with the oversight and management of their debris recovery contractors.

Debris monitoring documentation is critical to verify that debris operations are eligible for reimbursement, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in compliance with all regulatory requirements.

Cooke County requires all respondents to understand FEMA PA (Public Assistance) policies and guidelines, including eligibility issues and specifically those relating to debris.

Cooke County shall select a firm(s) to monitor our debris removal operations and document eligible quantities and reasonable expenses to ensure that work is eligible for PA (Public Assistance) grant funding to offset expenses incurred from debris removal.

Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State, and local regulations. Failure to properly monitor and document debris removal operations may jeopardize PA funding.

Cooke County reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.

Responding firms shall be capable of providing a wide range of services including, but not limited to the following:

- Damage assessment
- Training
- Emergency planning
- Infrastructure restoration
- Communication with FEMA, FHWA, State of Texas and other State and Federal agencies
- Coordinate with State Insurance representatives
- Event planning (pre/post)
- Funding
- Reimbursement Services

QUALIFICATIONS: Firms should have a complete understanding of their responsibilities in addition to:

- Understanding their responsibilities in accordance with the terms of the debris removal contract and other specific guidance provided by Cooke County;
- Possess the capability to estimate debris quantities accurately and objectively; and
- Comprehend all the various phases of the debris management operations, including all loading sites, DMSs and final disposition locations.
 - Differentiate between debris types
 - Able to fill-out load tickets correctly
 - Communicate effectively and efficiently
 - Previous construction site experience preferred, not required
 - General knowledge pertaining to the operation of large construction machinery preferred, not required
 - Maintaining logs of daily subcontractor performance, eligibility or other activities as required

SERVICES: The awarded company shall be required to provide disaster debris monitoring services to include debris generated from public rights-of-ways, private property, drainage areas/canals, waterways, public and other designated areas.

Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:

- Vegetative Debris
- Hazardous Waste
- Household Hazardous Waste
- Electronic Waste
- White Goods
- Soil, Mud and Sand
- Vehicles and Vessels
- Animal Carcasses or other fleshy organic matter
- Infectious Waste
- Chemical, Biological, Radiological and Nuclear-Contaminated debris

Coordinate briefings with the County on contractor work progress.

Scheduling work for all team members and contractors daily.

Monitoring recovery contractor operations, making recommendations to improve efficiency to ensure fast recovery work.

Assisting the County with responding to the public.

Submit daily reports to the County on operational issues, including DMS operations and safety issues.

Entering and processing of load tickets using an automated debris management tracking system for real-time and automated tracking and reporting.

Review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.

Worksheets and other required document preparation which shall be required for reimbursement by FEMA, FHWA any other applicable agency for disaster recovery efforts by the County and designated debris removal contractors.

Final reporting.

Ensure contractors are following and maintaining safety requirements.

Ensure only eligible debris is collected for loading and hauling.

Familiarize with the requirements outlined in all debris removal and disposal County contracts to ensure the contract requirements are being carried out correctly.

Make unannounced visits to all loading and disposal sites.

Photograph all trucks and trailers used in the debris operation to establish a baseline inventory of equipment.

Assist in measuring all debris hauling trucks and trailers with the appropriate contractor representatives (if applicable).

Ensure all work complies with local ordinances and State and Federal regulations.

Monitor environmental compliance on all debris management sites (DMSs).

Accurately measure and document load hauling compartments for trucks and trailers to compute volume capacity in cubic yards (CY) for each truck and trailer prior to its commencement of debris hauling operations.

Recertify truck capacities on a regular basis.

Ensure trucks are loaded properly (and not artificially-e.g. debris is wetted, fluffed or not compacted) and loads are accurately evaluated.

Verify load tickets are properly completed and controlled by the contractors and the County.

Ensure debris sites are properly mobilized and administered.

Ensure accurate recordkeeping and appropriate documentation.

Ensure contractor activities are conducted as mandated in contractor scope of work.

Determine whether each load is to be claimed for reimbursement based on established criteria, and mark load tickets if ineligible for FEMA reimbursement.

Ensure that tickets are not issued for trucks that arrive at pick up sites already loaded, or partially loaded.

Verify that hazardous wastes are not mixed into loads.

Record the hours equipment was used, including down time of each piece of equipment by day (if applicable).

Issue load tickets for each debris load to the truck driver.

PERSONNEL: The debris monitoring company shall provide to the County all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards), being delivered to each DMS/disposal site, and support the operations of field supervisor(s), debris loading and tower/site monitors, and clerical staff from the County.

The debris monitoring contractor's on-site Project Manager shall also assign a field supervisor who shall be assigned to provide oversight of up to ten (10) loading site and tower/site debris monitors.

PRE-EVENT REQUIREMENTS: The contracting firm(s) shall provide assistance to the County in preparation for disasters through participation in meetings and workshops in order to establish data management and other integrated systems.

The contracting firm at no cost to Cooke County shall:

- Provide Cooke County full-time personnel with a half day debris management training session. The training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include fax and cell numbers as well as email addresses.
- Participate in workshops or planning meetings with Cooke County representatives and debris hauling and disposal contractor(s) to establish/review all applicable policies and procedures.

POST EVENT REQUIREMENTS: Monitoring firm shall assist the County with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or County agencies.

Monitoring firm shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Monitoring firm shall supply one (1) field supervisor to oversee no more than ten (10) loading and tower/site debris monitors.

Monitoring firm shall provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites.

Monitoring firm shall supply Cooke County with debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets.

Monitoring firm shall supply Cooke County with a clerical/data entry supervisor and clerk to coordinate data entry and information management systems.

MOBILIZATION & SCHEDULE: Monitoring firm must be prepared to deploy debris monitors within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, monitoring firm shall be prepared to increase the number of debris monitors for Cooke County. Include specific timelines for possible disaster or storm occurrences.

EVALUATION CRITERIA: The award of this contract shall be made to the responsible Respondent(s) whose qualifications and proposal are determined to provide the best value for the County based on the published selection criteria below, in accordance with the Texas Local Government Code, Chapter 262.

CRITERIA	WEIGHT
Cost (Proposal Form)	25
Experience/Qualifications	30
Knowledge Regarding FEMA and FHWA-ER and other Reimbursement Methods	25
Project Understanding and Methodology	10
Management Systems/Reporting/Training	10

Oral interviews *may* be conducted with the top firm(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by the County and are at the sole discretion of the Respondent.

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

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

By submitting a proposal, the contractor is acknowledging the insurance requirements found in the attached agreement, and the bidder is asserting that, if awarded this agreement, he can comply with all insurance requirements as specified therein within 30 days of award of the agreement.

**MASTER SERVICE AGREEMENT
NOTICE**

THE FOLLOWING BLANK SPACES IN THE CONTRACT ARE NOT TO BE FILLED IN BY THE RESPONDENT AT THE TIME OF SUBMITTING THE PROPOSAL. THE CONTRACT IS INCLUDED AT THIS TIME TO FAMILIARIZE THE RESPONDENT WITH THE CONTRACT WHICH THE SUCCESSFUL RESPONDENT SHALL BE REQUIRED TO EXECUTE.

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

A. **Letter of Transmittal**

1. Provide a brief introductory letter of your company to include number of years in business and office location responsible for this project.
2. Include the names of the persons authorized to make representation for your company, their titles, addresses, telephone numbers, and email addresses.
3. Highlight the most important points of the proposal.

B. **Project Understanding and Methodology**

1. Briefly state your understanding of the services being requested, and your ability to comply with the requirements within. Explanations, exceptions, comments, etc., pertaining to the specific sections of the RFP shall be listed and numbered in order of the respective section.
2. Clearly define your responsibilities as well as the County's participation and responsibilities.
3. Clearly state your monitoring methodology for the County that shall also include but not be limited to:
 - Comprehensive emergency management plan
 - Mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review, and staff augmentation
 - Develop a debris management plan
 - Damage assessment
 - Assistance in obtaining immediate needs funding
 - Insurance evaluation, documentation adjusting and settlement services
 - FEMA, FHWA (Federal Highway Administration), HMGP (Hazard Mitigation Grant Program), and additional reimbursement support
 - 3rd party activations – methodology shall need to include the number of individuals on a crew and their positions etc.
 - Appeal services and negotiations

C. **Proposal Pricing**

Proposal form (pages to provide schedule of pricing 20-23)

D. **Experience/Qualifications**

1. Summarize the experience of your company in performing services similar to the ones described herein. Past relevant experience should include the following:

- Type of Disaster – hurricane, tropical storm, tornado, etc.
 - Type of Jurisdiction – City, County, District, any combination
 - Collection debris monitoring assignments
 - DMS debris monitoring assignments
 - Final disposal debris monitoring functions
2. Identify your proposed team assigned to the project
 3. Identify the experience of your proposed team, specifically identifying projects of similar scope that each team member has worked on in the last five (5) years at similar jurisdictions.
 4. Provide a list of at least five (5) references familiar with the company and proposed key personnel's capability to deliver the services requested. Include contact name, phone numbers, dates of service, description of the services provided, and costs. (Appendix G)
 5. Provide three (3) years claims/litigation history and status
 6. Summarize your knowledge and experience with County solid waste regulations and disaster debris management policies

E. **Additional Information:**

1. Provide scope, project budget and operational duration (including the firm's contract manager, phone number and email address for each disaster response or project, if available).
2. Describe your knowledge of FEMA and FHWA-ER and other reimbursement methods and issue resolution.
3. Describe your management systems, reporting and training capabilities.
4. Explain all instances, if any, where clients were denied reimbursement of a service or item by FEMA.
5. Explain all instances, if any, where a client's claim to FEMA was denied by FEMA due to faulty action or errors by your company.
6. Provide number of personnel provided to monitor the number of debris loading sites that are located within Cooke County. (Staffing should fit the site which may be of varying size. Respondents may specify staffing ration to square feet of monitoring sites.)
7. Provide number of personnel provided to monitor debris management sites (DMS)/disposal sites located within Cooke County. (Staffing should fit the site which may be of varying size. Respondents may specify staffing ration to square feet of monitoring sites.)

F. **Forms**

1. W9 - Appendix A
2. Texas Public Information Act – Appendix B
3. Conflict of Interest – Appendix C
4. Debarment Certification – Appendix D
5. HB89 Verification Form – Appendix F
6. References – Appendix G

PROPOSAL FORM

Provide, with proposal form, a list of the services/duties each position shall be responsible for.

Disaster Debris Monitoring Services	Hourly Rate
Project Manager	
Operation Manager	
Field Supervisor	
Collection Monitor	
Debris Site Monitor	
Project Controller	
Data Supervisor/Manager	
Safety Manager	
Clerical/Data Entry	
Grant Administration/Consulting Services	Hourly Rate
Grants Program/Project Manager	
Grant Specialist	
Consultant	
Subject Matter Expert	

Please use the following table to provide additional pricing for suggested positions that may be needed. Include a list of the services/duties each position shall be responsible for.

Additional Suggested Position	Hourly Rate

SIGNATURE OF ACCEPTANCE: By the signature hereon affixed, the proposer hereby certifies that neither the proposer nor the entity represented by the proposer, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the proposal opening with any competitor or any other person engaged in such line of business.

The below signature also indicates the following:

- Person or person’s interest in this proposal as principals are those named herein.
- I (we) have carefully examined the advertisement and contents within the proposal.
- The proposer is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements.
- The proposer confirms that they have read this entire proposal document and agrees to the terms stated herein.
- In the event that the proposal is awarded to more than one supplier, the proposer signing this proposal agrees that the prices submitted within this proposal shall not be changed.
- **Addenda _____ through _____ have been taken into account as part of this proposal.**

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

Full Legal Name of Company	
Address	
County, State, Zip	
Phone Number	
Fax Number	
After Hours Phone or Cell Phone Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

COOPERATIVE PURCHASES: Respondent shall permit other government entities to purchase services at submitted proposal prices listed in this contract, if awarded, under the same terms and conditions. Other government entities include, but are not limited to, City of Valley View. By submitting a proposal, you are agreeing to this requirement.

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

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

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

Remit to address (if different from above):

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

PAYMENT TERMS: Specify other payment options:

- Check box if you offer a prompt payment discount: %_____. Specify terms: _____
- Check box if you accept American Express for payment (County Procurement Card or P-Card).
- Check here if the prompt payment discount applies to the procurement Card Payment.

APPENDIX A

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr> <th colspan="9" style="text-align: left; padding: 2px;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr> <th colspan="9" style="text-align: left; padding: 2px;">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

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

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

APPENDIX B



Texas Public Information Act Steps To Assert Information Confidential or Proprietary

All Proposals, data, and information submitted to Cooke County are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Proposal sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the County which involves your submission, you will be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

- The proposal/Proposal submitted to the County contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- The proposal/Proposal submitted contains confidential information which is labeled and which may be found on the following pages:

_____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

APPENDIX C

COOKE COUNTY CONFLICT OF INTEREST STATEMENT

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity.
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12-month period preceding the date a contract is executed or a contract is being considered; or

(2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12-month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or Proposals, correspondence, or writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or Proposals, correspondence, or another writing related to a potential agreement

with a County, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, Proposal or response to the County of Cooke or begins contract discussions or negotiations with the County.
3. Complete this Section by listing the name of the local government officer (member of County Council or County Manager) with whom there is an affiliation to or business relationship with and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (County Council or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

APPENDIX D



Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this Proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this Proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the Respondent is unable to certify to all of the statements in this Certification, such Respondent should attach an explanation to this proposal.

APPENDIX E



CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County. The successful bidder will be required to complete and print the form via the Texas Ethics Commission's website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The "identification number" to be used on the 1295 form for this procurement is:

24-05

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

APPENDIX F



House Bill 89 Verification Form

I, _____ (Person name), the undersigned
representative of _____ (Company) or _____ Business
name) _____

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

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

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with,
or otherwise taking any action that is intended to penalize, inflict economic harm
on, or limit commercial relations specifically with Israel, or with a person or entity
doing business in Israel or in an Israeli-controlled territory, but does not include
an action made for ordinary business purposes; and*
- 2.*
- 3. "Company" means a for-profit organization, association, corporation, partnership,
joint venture, limited partnership, limited liability partnership, or any limited liability
company, including a wholly owned subsidiary, majority-owned subsidiary, parent
company or affiliate of those entities or business associations that exist to make
a profit.*
- 4. Section only applies to a contract that is between a governmental entity and a
company with 10 or more full-time employees; and has a value of \$100,000 or
more that is to be paid wholly or partly from public funds of the governmental
entity.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

APPENDIX G

REFERENCES

Include below five references:

Reference #1

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

Description of Service: _____

Dates of Service: _____

Costs: _____

Reference #2

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

Description of Service: _____

Dates of Service: _____

Costs: _____

Reference #3

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

Description of Service: _____

Dates of Service: _____

Costs: _____

Reference #4

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

Description of Service: _____

Dates of Service: _____

Costs: _____

Reference #5

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Email Address: _____

Description of Service: _____

Dates of Service: _____

Costs: _____

APPENDIX H



COOKE COUNTY **MASTER SERVICE AGREEMENT**

This Agreement entered into as of _____ day of _____, 20__, by COOKE COUNTY and _____ (“Company”). In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF AGREEMENT

This Agreement incorporates the terms and conditions of the Company’s Proposal dated _____, attached hereto and incorporated herein for all purposes as “Attachment A”. In the event of a conflict among the terms of this Agreement and the attachment, the term most favorable to the County, in County’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

This Agreement shall be effective upon proper execution by the County. It shall be effective from _____, through _____. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.

The County reserves the right to enforce the performance of this Agreement 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 any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

5. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COOKE COUNTY, AND HOLD HARMLESS THE COOKE COUNTY, REPRESENTATIVES OF THE COOKE COUNTY, THE COMMISSIONERS COURT OF COOKE COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN COOKE COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH COOKE COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.

6. INSURANCE

Your COMPANY agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement.

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by

disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:

- a) A Waiver of Subrogation in favor of the Cooke County, form WC 420304
- b) A 30-day Notice of Cancellation/Material Change in favor of the Cooke County, form WC 420601

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:

- a) Independent Company's coverage
- b) Cooke County listed as additional insured
- c) 30-day Notice of Cancellation in favor of Cooke County
- d) Waiver of Transfer Right of Recovery Against Others in favor of Cooke County

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the COOKE COUNTY:

- a) Waiver of Subrogation endorsement TE 2046A
- b) 30-day Notice of Cancellation endorsement TE 0202A
- c) Additional Insured endorsement TE 9901B

Your COMPANY must complete and forward a certificate of insurance to the COOKE COUNTY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. Your COMPANY shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the COOKE COUNTY. Approval of insurance by the COOKE COUNTY shall not relieve or decrease the liability of the COMPANY hereunder.

The COMPANY'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the COOKE COUNTY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Cooke County Auditor
101 S. Dixon St
Gainesville, Texas 76240

The "other" insurance clause shall not apply to the COOKE COUNTY where the COOKE COUNTY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both COOKE COUNTY and your COMPANY, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. Your COMPANY shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The COMPANY shall provide COOKE COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, your Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

COOKE COUNTY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as your COMPANY.

Your COMPANY shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

Your COMPANY shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of your COMPANY.

7. **PAYMENT AND PERFORMANCE**

Payment for services described in this agreement are to be made as follows: Payment is due timely according to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

8. **VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW**

Any suit or claim or cause of action regarding this Agreement shall be brought in Cooke County, Texas, as the choice of venue and jurisdiction and site of performance by the

parties. The prevailing party in such an action may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fee. The parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs being shared equally by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

9. **ETHICAL CERTIFICATION**

Company certifies that neither it nor any of its agents or employees have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

COUNTY
Cooke County

COMPANY

By: _____
John O. Roane

By: _____

Title: County Judge

Title: _____

APPENDIX I

PAYMENT BOND

STATE OF TEXAS

COOKE COUNTY

BOND NO. _____

C.I.P. NO. _____

Project Name: _____

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety," do hereby acknowledge ourselves to be held and firmly bound to Cooke County, in the sum of _____ and ____/100 Dollars (\$_____) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with Cooke County, dated this _____ day of _____, 20__, for _____ (describe the project/contract), referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to it or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

(Signature page to follow)

FOR THE CONTRACTOR:

ATTEST & SEAL (if a corporation)
WITNESS (if not a corporation)

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

Name of Contractor _____

By: _____

Name: _____

Title: _____

Date: _____

FOR THE SURETY:

ATTEST/WITNESS

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

Name of Surety: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

APPENDIX J

PERFORMANCE BOND

STATE OF TEXAS

BOND NO. _____

COOKE COUNTY

C.I.P. NO. _____

Project Name: _____

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to Cooke County, in the sum of _____ and _____/100 Dollars (\$_____) for the payment of which sum, well and truly to be made to Cooke County and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with Cooke _____ County _____ for

_____ (describe the project/contract), all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by Cooke County, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all of its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve Cooke County or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of its Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract.

It is further expressly agreed by Surety that Cooke County or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the County from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that Cooke County shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the County the actual amount of attorneys' fees incurred by the County in connection with such suit.

This bond and all obligations created hereunder shall be performable in Cooke County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required and permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in the United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney.

(Signature page to follow)

FOR THE CONTRACTOR:

ATTEST & SEAL (if a corporation)
WITNESS (if not a corporation)

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

Name of Contractor _____

By: _____

Name: _____

Title: _____

Date: _____

FOR THE SURETY:

ATTEST/WITNESS

By: _____

Name: _____

Title: _____

Date: _____

(SEAL)

Name of Surety: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____
