



Request for Proposals

RFP #22-001

Toledo Bend Project Joint Operation FERC Compliance Monthly American Eel Surveys

July 2022

Request for Proposals

The Sabine River Authority of Texas (SRA-TX) and the Sabine River Authority, State of Louisiana (SRA-LA), acting jointly as Toledo Bend Project Joint Operation (TBPJO), "OWNER" extends this Request for Proposals (RFP) to solicit a response in the form of a proposal for interested firms to conduct monthly (as needed) eel surveys below the Toledo Bend Dam.

Proposals are to be received by electronic delivery or at the SRA-TX's Lake Fork Division Office, 353 PR 5183, Quitman, TX, until **2:00 p.m. (CST), Wednesday, July 27, 2022.** (refer to Section 1F. Delivery of Proposals) The OWNER is not responsible for ensuring the delivery of proposals to our offices.

The Sabine River Authority of Texas (SRA-TX) and the Sabine River Authority, State of Louisiana (SRA-LA) reserves the right to accept or reject any or all proposals, or any part thereof and to waive any technicalities in the interest of TBPJO.

The proposal must be submitted in accordance with the Request for Proposal (RFP) documents which can be obtained from (1) SRA-TX Authority General Office, 12777 Hwy. 87 N, Orange, TX, (2) SRA-TX's website at www.sratx.org/news/bid-opportunities/, or (3) by email request to purchasing@sratx.org.

Questions regarding contract documents may be emailed to purchasing@sratx.org or directed to Bill Kirby at 903.878.2262.

Section 1. Request for Proposal

1A. General Notice

This Request for Proposal is to solicit a response in the form of a proposal for interested parties to conduct freshwater American eel surveys below the Toledo Bend Dam. A detailed scope of work and specifications are provided later in this package.

At the Sabine River Authority of Texas (SRA-TX) and the Sabine River Authority, State of Louisiana (SRA-LA), our goal is to purchase goods and services that are determined to be the best value to meet our business needs. We support open, fair, and unrestricted competition in selecting products and services with equal opportunity provided to all qualified parties including small business enterprises, Historically Underutilized Businesses, and Disadvantaged Business enterprises.

1B. Overview

The Sabine River Basin in Texas, extending from its source in northern Hunt County to its mouth at Sabine Lake, is about 300 miles long and is up to 48 miles wide. The river makes up the border between Texas and Louisiana from Logansport, LA down to the Gulf of Mexico. Average historic rainfall ranges from 44-inches near the headwaters to 56-inches at the mouth and land surface elevation rises from just above sea level near the mouth up to around 700 feet above sea level at the headwaters. Weather, reservoir, and river conditions can vary substantially due to the length and topography of the Basin.

Toledo Bend Dam has a hydroelectric power facility regulated and licensed by the Federal Energy Regulatory Commission (FERC Project No. 2305). Part of the licensing requirement for operating the Toledo Bend Hydro-power facilities stipulates that the Sabine River Authority will survey American eel (*Anguilla rostrata*) populations below the hydro facilities and the spillway tailrace of Toledo Bend Dam. These surveys are conducted as part of the Upstream Passage Plan.

The OWNER is requesting proposals to conduct monthly, as needed, American eel surveys, below the Toledo Bend Hydro-power facilities and spillway tailrace. Data will be used to inform resource agencies' Adaptive Management for the Upstream Passage Plan. Surveys and reporting will begin after the contract is awarded and executed. This will be a one-year contract renewable annually for each of the four (4) subsequent fiscal years.

1C. Scope of Work

Approach

Juvenile American eels will be surveyed on an as needed monthly basis. Work to be performed includes:

- 1) Typically, nighttime (between dusk to approximately 12:00 a.m.) boat and/or barge and/or backpack electro fishing of a minimum of 1,200 seconds per area with total pedal time recorded

- 2) Trip summary reports will be provided to the OWNER following each survey and will include general description of location, site conditions, habitat, depths, substrate, water and air temperatures, discharge (provided by OWNER), total pedal time, percentage of eels recaptured, survey mortality, and GPS track of electro fishing survey
- 3) All eels captured will be identified, Biomark PIT tagged if large enough (visible implant elastomer will be used on eels too small to PIT tag), counted, measured (up to 25 representative eels per site), and recorded along with the date, time, PIT tag number, location, collection method, etc.
- 4) Trip data will be entered into a sampling database
- 5) Respondents are made aware that the Toledo Bend Project is a joint operation by both the State of Texas, and State of Louisiana. As such, work will occur in both states, and require permit coordination with the appropriate agencies in both states.

Proposals should be written in a way that allows for flexibility over time as research priorities change.

Safety

The Contractor shall recognize that the Sabine River Basin is a large river system that has inherent risks associated with it. The OWNER shall have the discretion to remove any party whose actions may be deemed inappropriate or unsafe at any time.

Schedule

Surveys and reporting will begin after the contract is awarded and executed. The OWNER may, at its sole discretion, extend Contractor's services for each of the four (4) subsequent fiscal years. Prior to extending services, Owner will request from Contractor any changes in cost.

1D. Point of Contact and Communications

To ensure fairness during the procurement process, until an Agreement is executed, Proposers and their employees, representatives and agents shall not contact any of the OWNER's staff, member of selection committees where applicable, Board member, or any other official employee, representative or Advisor of the OWNER involved with this procurement process other than the Point of Contact identified in this RFP. All communications and direct questions regarding this RFP and Project are to be submitted by email specifically referencing this RFP, to the Point of Contact.

Point of Contact: Bill Kirby, Natural Resource Management Director

Email Address: purchasing@sratx.org

1E. Communication and Modifications

Modifications to the RFP can only be made by written addenda.

All communications are subject to distribution to all proposers except that the OWNER will endeavor to prevent disclosure to other proposers, information unique to a particular proposer or otherwise

identified as proprietary or confidential by a proposer. The OWNER will share with all proposers all addenda to this RFP including any revisions based on its review of proposer comments and questions regarding this RFP. The OWNER disclaims the accuracy of information derived from any source other than the Point of Contact identified above, and the use of any such information is at the sole risk of the proposer. Only answers and responses issued by formal, written addenda shall be final and binding upon the OWNER. Oral and other interpretations shall be without legal effect and proposer shall not rely on such oral and other interpretations.

1F. Delivery of Proposals

For the proposal to be accepted, the proposal must be received at the address shown below no later than **until 2:00 p.m. (CST), Wednesday, July 27, 2022**. Proposals received after this time will be rejected and returned unopened.

- (1) **Electronic Transmission.** Email transmission to purchasing@sratx.org. Emailed proposal submissions shall be an attachment, in a Portable Document Format (PDF). Proposals shall be clearly identified in the Subject line as follows: **Request for Proposal – TBPJO FERC Compliance Monthly American Eel Surveys (RFP#22-001)**.
- (2) **Mail-In or Hand Delivery.** Mailed by commercial carrier, overnight or express mail, or hand delivery of one sealed clearly identified original signed paper copy submission may be accepted by the Purchasing department or other designee up to the proposal submission deadline contained in the solicitation at address below.

Attn: Bill Kirby
Lake Fork Division Office
Sabine River Authority of Texas
353 PR 5183
Quitman, TX 75783

(Monday – Friday 8:00 a.m. to 4:30 p.m. excluding Holidays)

The OWNER shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's proposal is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the proposal opening.

The OWNER assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each proposer.

Section 2. Instructions for Proposers

2A. Defined Terms

Terms used in the RFP will have the meanings indicated in this RFP.

For purposes of this RFP and when used elsewhere in this RFP the following definitions shall apply:

(1) **Proposer** means the corporate entity or firm that submits the proposal in response to this RFP.

(2) **Services** means any services determined to be awarded by the Owner in relation to this RFP.

2B. RFP

The RFP and any other RFP information may be downloaded or viewed at the following website: www.sratx.org/news/bid-opportunities/

It is the downloader's responsibility to determine that a complete set of documents, as defined in the instructions for Proposers are received.

The website will be updated periodically with revisions, modifications, and clarifications to the RFP ("Addenda"), procurement and RFP information, responses to questions asked by Proposers and additional information relevant to the procurement of the Project. Proposers are encouraged to routinely monitor the website.

The OWNER assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete RFP.

Proposers are required to submit a proposal for consideration in consideration of any subsequent award of an Agreement for Services.

Prior to the proposal submission deadline stated in this RFP, submit all questions about the meaning or intent of the RFP, addenda and the related supplemental information to the Point of Contact as indicated in the RFP. Interpretations or clarifications considered necessary by the OWNER in response to such questions will be issued by Addenda. Addenda will be transmitted by email. Questions received less than 7 days prior to the date for opening of proposals may not be answered.

2C. Proposal Submittal

Proposers are required to submit a proposal for consideration for services. The proposal shall be completed and submitted in accordance with Section 3 of this RFP.

Before submitting a Proposal:

(1) Examine and carefully study the RFP, including any addenda and the related supplemental information identified in the RFP.

(2) Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or any provisions of the Services.

(3) Carefully study and correlate the information known to Proposer with the RFP, addenda and the related supplemental information identified in the RFP.

- (4) Promptly give the Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFP, addenda, and the related supplemental information.

The OWNER is subject to the Texas Public Information Act (PIA) and the Louisiana Public Record Law. Any information submitted to the OWNER by the Bidder shall be considered non-confidential and available to the public, except as follows:

In the event a Proposer considers a specific portion of their proposal to be confidential and subject to an exception to disclosure under the PIA, such portion must be clearly identified and marked "CONFIDENTIAL". Do not mark an entire proposal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the proposal that the Proposer considers to be confidential pursuant to the PIA should be marked. **IF AN ENTIRE PROPOSAL IS MARKED CONFIDENTIAL, THE OWNER WILL NOT TREAT ANY PORTION OF THE PROPOSAL AS CONFIDENTIAL AND THE PROPOSAL MAY BE REJECTED AS NON-CONFORMING.** The OWNER will honor notations of confidentiality in accordance with this paragraph and decline to release such information initially; however, final determination of whether a particular portion of a proposal may in fact be withheld pursuant to the PIA will be made by the Texas and Louisiana Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of a proposal that has been marked confidential, the OWNER will ask the affected Proposer if the information may be released. If the release is agreed to, the OWNER shall release the information.

If the release is denied, the matter shall be referred to the Texas and Louisiana Attorney General's Office in accordance with the process set forth in the PIA. The Proposer shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas and Louisiana Attorney General's Office regarding its claim of confidentiality. The OWNER will NOT submit arguments on behalf of the Proposer.

The Texas and Louisiana Attorney General's Office shall rule on the matter. In the event that it is determined by opinion of the Texas and Louisiana Attorney General or court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requestor. If it is determined that the information may be withheld, OWNER will withhold the information from the requestor.

Pricing information contained in bids or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas and Louisiana Attorney General.

2D. Withdrawal of Proposal

Proposers may withdraw a proposal by providing a written request, duly executed by an authorized representative, and delivered to the OWNER at any time prior to the RFP submittal deadline or within 24 hours after proposals are opened. If withdrawal is after proposals are opened, the written request shall demonstrate to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its proposal. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Proposer.

2E. Evaluation of Proposals

Material misstatements and/or inaccuracies in the information submitted in the proposal that were relied upon for evaluation, scoring and ranking may be grounds for rejection of the proposal for this Project. Any material misstatements and/or inaccuracies, if discovered after award of the Agreement may be grounds for immediate termination of the Agreement, at the OWNER's sole discretion. Additionally, the Proposer will be liable to the OWNER for any additional costs or damages to the OWNER resulting from such misstatements and/or inaccuracies, including costs and attorney's fees for collecting such costs and damages.

Submission of a proposal indicates Proposer's recognition and acknowledgement that subjective judgments must be made during the evaluation of the proposal.

To be deemed responsive, proposals must be prepared thoroughly, be responsive to the requirements and criteria contained in the RFP, demonstrate an ability to meet the requirements of the RFP and conform to the material terms and/or conditions of the RFP, all as determined solely by the OWNER. The OWNER will reject a proposal if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the RFP or contains information that does not appear to demonstrate an ability to meet the RFP requirements, all as determined solely by the OWNER. The OWNER will apply reasonable judgment and discretion in deciding whether a proposal is responsive.

Each proposal shall present the assumptions that the Proposer has incorporated into its SOQ. Neither the acceptance by the OWNER of a proposal, nor the participation of the OWNER at any interview with the Proposer, shall in any way be interpreted as an agreement or approval by the OWNER that the assumptions are reasonable or correct or that the OWNER accepts any liability for the Proposer's submission. The OWNER specifically disclaims responsibility or liability for any Proposer's assumptions in developing its proposal.

2F. Rights and Reservations of the OWNER

In connection with this request, the OWNER reserves to itself all rights (which rights shall be exercisable by the OWNER at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:

- (1) The right to cancel, withdraw, postpone, or extend RFP in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.
- (2) The right to issue a new RFP or to revise and modify, at any time prior to the RFP submittal date, information included in the RFP including but not limited to the dates set or projected and factors to be considered in evaluating proposals and the responsibilities of the Proposers.
- (3) The right to modify the procurement schedule.
- (4) The right to waive deficiencies, informalities and irregularities in a proposal and accept and review a non-conforming proposal.

- (5) The right to suspend and terminate the procurement process or to terminate evaluations of proposals received at any time.
- (6) The right to correspondence with the Proposers to seek an improved understanding of proposals at any time.
- (7) The right to request an interview with any or all Proposers during the proposal evaluation period.
- (8) The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the proposals.
- (9) The right to appoint and change appointees of any selection committee.
- (10) The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- (11) The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this RFP.
- (12) The right to seek clarifications from any Proposer to fully understand information provided in the proposal.
- (13) The right to request additional information from a Proposer during the evaluation of proposals.
- (14) The right to reject a proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP.
- (15) The right to conduct an independent investigation of any information, including prior experience identified in a proposal by contacting project references, accessing public information, contacting independent parties or any other means.

2G. Criteria for Award

The OWNER will select the most highly qualified respondent on the basis of demonstrated competence and qualifications and then attempt to negotiate with that respondent a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated, with the most highly qualified respondent, the OWNER will select the next most highly qualified respondent and attempt to negotiate a contract with that respondent at a fair and reasonable price.

Section 3. Statement of Qualifications

3A. SOQ Submission Requirements

Proposer shall provide two (2) original hard copies or email a pdf of the proposal.

Proposer shall also provide one digital copy of the proposal in portable document format (pdf) on a USB drive or other electronic media. The proposal is to be a single file that will print to match the printed copy provided. Confidential information may be provided in a separate file, provided that file is referenced in the proposal. The OWNER assumes no liability for differences in information contained in the printed proposal and that contained in the digital copy. In the event of a discrepancy, the OWNER will rely upon the information contained in the original printed proposal.

Proposer shall enclose the proposal and an opaque sealed envelope plainly marked, “Request for Proposal – TBPJO FERC Compliance Monthly Eel Surveys (RFP #22-001)” along with the name and address of the Proposer. Address an outer envelope to the mailing address shown in the RFP and enclose the sealed package. The Proposer assumes full responsibility for ensuring that the proposal and copies arrive at the prescribed location before the prescribed time.

3B. Requirements for the Proposal

The proposal must include, as a minimum, the information described in this Section. Failure to submit the required information in the proposal may result in the OWNER considering the proposal as non-responsive and may result in rejection of the proposal by the OWNER.

The proposal shall not exceed twenty (20) pages including transmittal letter and attachments; and excluding covers and plain section dividers. Proposals shall be printed on single side 8 ½” by 11” pages with not less than 1-inch margins, not less than 1.25-line spacing and not less than 11-point font.

Proposers are instructed to limit the information included in the proposal to the information necessary to demonstrate the technical, financial and other qualifications and experience for the project and any other information specifically requested in this RFP. Proposals should be prepared in a straightforward and concise manner. The OWNER is not interested in receiving marketing brochures, promotional material, generic narratives, elaborate binding, colored displays, etc. in the proposal. Emphasis should be placed on clarity and completeness of content and responsiveness to the RFP requirements.

3C. Proposal Format

The Proposal shall be submitted in the following format as indicated below.

(1) **Cover Letter** - Proposers are free to submit a two (2) page cover letter of their choice.

(2) **Proposal Transmittal Letter** - Provide a transmittal letter signed by an officer of the respondent firm who has the authority to commit the firm to the work. The submission of a proposal shall establish evidence that the Proposer has read and accepts the terms and conditions of this RFP. Proposers should state in writing that all furnished information, including prices, will remain valid and applicable for the first year of services.

(3) General Information of the respondent firm:

- a. Firm name
- b. Firm address
- c. Address, phone number and fax number of an office supporting the work
- d. Primary contact name, phone number and email address
- e. Website address
- f. Federal tax identification number
- g. Number of years firm has been in business along with a brief history and description of the firm
- h. Type of organization(s) (individual, partnership, or corporation)
- i. Date of organization (month and year)
- j. Location(s) of business
- k. Name(s) and date(s) of predecessor organization(s)
- l. Number and types of professionals and corresponding registrations/certifications supporting this work

(4) Team Organization Chart

(5) Experience Key Staff Roles and Responsibilities - Provide resumes of key personnel and information to clearly demonstrate the experience and capabilities of the key staff proposed for the work. The OWNER realizes the need for changes in assignments from time to time; however, OWNER requests that re-assignment of key staff be made only after mutual agreement by OWNER.

(6) Recent/Current Projects - Provide client contact name, current phone number and email address for similar work in the United States for which the Respondent Firm completed within the last five calendar years, and for similar projects for which the Respondent Firm is currently under contract to provide related services.

(7) Project Approach - Provide a plan summarizing your understanding and detailed approach to the scope as outlined herein. Identify any particular issues and/or specific options that may need to be investigated based on your experience with this type of project.

(8) Example Report – Provide an example of a mussel survey or similar report.

(9) Project Pricing – Provide an overview of the Proposer’s pricing for the services as described in the scope of work relating to this RFP. Proposal pricing should be based on time and material costs, and the scope of work shall be performed under agreement with the Authorities. Provide hourly billing rates for all staff classifications and key personnel as identified and anticipated for this scope of work as well as a cost breakdown for genetic testing and analysis. Provide a list of anticipated equipment to be used for the project with stated rates for each type of equipment.

(10) Other Information - Provide other information pertinent to the work regarding respondent firm and its support resources.

Section 4. Additional Information

4A. General

This RFP does not commit OWNER to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of Qualifications and subsequent discussions, interviews and/or presentations in anticipation of a contract.

The OWNER retains the right to contract directly with design consultants, surveyors, geotechnical consultants, materials testing firms, and other specialty consultants.

The OWNER retains the right to approve or disapprove all subconsultants.

The Proposer shall abide by the terms and conditions stipulated in a Master Services Agreement (MSA) to be executed between the OWNER and the Proposer. For illustrative purposes, a template of the MSA, including insurance requirements, is appended to this RFQ as Exhibit A.

The Professional Engineering Consultant shall abide by the terms and conditions stipulated in a Master Services Agreement (MSA) executed between SRA and the Consultant. For additional information or a copy of the current executed MSA, please follow up with the Point of Contact as identified in Section 1D above.

4B. Modification or Withdrawal of Proposals

Any modifications or withdrawals to submissions which occur prior to the submission date can be done upon written request to the OWNER. Modified proposals must still be submitted before the submission date and meet all stated requirements. Modifications cannot be made to any proposal after the submission date. No proposal may be withdrawn for a period of ninety (90) days after submission, except by mutual consent of OWNER and the Proposer.

4C. Conflict of Interest

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e. Sabine River Authority of Texas) must disclose in the Conflicts of Interest Questionnaire Form (CIQ) the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the OWNER Records Management Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the OWNER or submits an application or response to a Request for Bids, correspondence, or another writing related to a potential agreement with OWNER. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is attached. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

4D. Equal Opportunity

The OWNER provides equal opportunity for all qualified parties including Historically Underutilized Businesses (HUBs). If your organization or any associated sub-contractors on the project are a certified HUB with the State of Texas, please submit documentation of the certified organization, including description of the work, percentage of the contract expected to be completed by the HUB, and the certification number of the HUB.

Sabine River Authority of Texas
Sabine River Authority, State of Louisiana
SOQ Transmittal Letter
(To be on Proposer Letterhead)

Sabine River Authority of Texas
12777 Hwy 87 N
Orange, TX 77632

_____ (Proposer) hereby submits its Proposal for the TBPJO FERC Compliance Monthly Eel Surveys (RFP #22-001). Proposer accepts all the requirements, terms, and conditions of the RFP. The proposal will remain subject to acceptance for sixty (60) days after the opening of proposals.

In submitting this proposal, Proposer certifies, represents, and warrants, that:

- A. The submittal of the RFP has been duly authorized by, and in all respects binding upon, the proposer.
- B. The undersigned declares that it is the proposer or by holding the position below indicated is authorized to execute this Transmittal Letter on behalf of the proposer and that all representations made on this form are true and accurate.
- C. Proposer has examined, carefully studied, and understands and agrees to be bound by the requirements of the RFP, the other related information identified in the RFP, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

- D. All information and statements contained in the proposal, are current, correct, and complete and are made with full knowledge that the Sabine River Authority of Texas will rely on such information and statements in evaluating the proposal.
- E. The submission of this RFP will constitute an incontrovertible representation by proposer that the proposer has complied with every requirement of the RFP and Addenda without exception.
- F. Proposer acknowledges that it is aware and understands the requirements of Chapter 176 of the Texas Local Government Code and Revised Statute 39 of the Louisiana Procurement Code and proposer is solely responsible for complying with such requirements.
- G. Proposer certifies that each professional architect or engineer that is a team member was selected based on demonstrated competence and qualifications, in the manner provided by the Texas Government Code Section 2254.004 and Revised Statute 38:2318.1 of the Louisiana Procurement Code.

- H. Proposer acknowledges that it is aware and understands the requirements of Chapter 2252.908 of the Texas Local Governmental Code including but not limited to Form 1295- Certificate of Interested Parties.
- I. Texas Government Code Chapter 2270 and Louisiana Executive Order No. JBE 18-15 requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Proposer certifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement/Contract should it be awarded to the proposer.
- J. Texas Government Code Chapter 2274 requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:(1) does not boycott Energy Companies; and (2) will not boycott Energy Companies during the term of the contract. Proposer certifies that it does not boycott Energy Companies and will not boycott Energy Companies during the term of the Agreement/Contract should it be awarded to the proposer.
- K. Texas Government Code Chapter 2274 and requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association. Proposer certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement/Contract should it be awarded to the proposer.
- L. Proposer acknowledges that it is not aware of any existing or known future material adverse condition or change(s) in its financial position that would detrimentally impact its ability to provide services provided herein.
- M. Proposer is familiar with and is satisfied as to all federal, state, and local Laws and regulations that may affect furnishing the Services.
- N. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that proposer has discovered in the RFP and the written resolution thereof by the Owner is acceptable to the proposer.
- O. Proposer has provided evidence of its authority to do business in the State of Texas and the State of Louisiana and included such evidence with this Form. Alternately and if selected, proposer will covenant, with its execution of this Form, to obtain and submit evidence of such authority to the Owner not later than the date of its execution of the Agreement/Contract.
- P. Proposer further represents that this proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal; proposer has not solicited or

induced any individual or entity to refrain from making a proposal; and proposer has not sought by collusion to obtain for itself any advantage over any other proposer or over the Owner.

(Insert brief narrative of the services the firm would provide including the approach, methodology, deliverables, and client meetings to be provided.)

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name:

Title:

Address:

Telephone:

Email:

Proposer agrees that venue shall lie exclusively in Orange County, Texas and Sabine Parish, Louisiana for any legal action.

This proposal is submitted by:

Name of Proposer and identification of
Proposer
(Individual; Corporation; Partnership; Joint
Venture; other-specify):

If a Joint Venture, the Transmittal Form must be signed
by authorized representatives of all members of the Joint
Venture.

For a corporation indicate the state of incorporation
with the corporate address. For a limited liability
company indicate the state in which company was
formed with the company address.

(typed or printed)

By:

Title:

(Individual's Signature)

**Proposer shall have this form notarized by
a duly authorized notary public.**

Doing business as:

Business address:

Phone: _____

E-mail: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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