



**REQUEST FOR PROPOSAL
RFP # 23-4090-05**

FOR

RIGHT OF WAY ACQUISITION SERVICES

BURNET COUNTY AUDITOR
133 E. JACKSON ST.
BURNET, TX 78611
512-756-5495

REQUEST FOR PROPOSALS (RFP)
RIGHT OF WAY ACQUISITION SERVICES

INTRODUCTION:

Burnet County, TX is requesting Proposals for Right of Way Acquisition Services (Services) and intends to enter into at least one contract with the selected Respondent. Burnet County reserves the right to enter into more than one contract if it determines it is in the best interest of Burnet County.

The requested Services are for the Wirtz Dam Road Project.

Although Burnet County is soliciting these Services, the entire right of way acquisition process shall comply with Federal and State law for the acquisition of real property and comply with all current TxDOT right of way acquisition procedures.

RFP DESCRIPTION:

The purpose of the procurement is to obtain a contract to perform right of way acquisition professional services for the Wirtz Dam Road Project in Burnet County, TX.

The procurement is necessary to acquire right of way through various acquisition services (project management, negotiation, appraisal, relocation, condemnation, and disposal of property) and in no shape or form includes any specifications relating to information resource technologies.

PROPOSAL REQUIREMENTS AND CLOSING DATE:

Two (2) copies of the Proposal must be submitted no later than 2:00 PM (Local Time) on September 20, 2023.

Mail Proposals to:

**BURNET COUNTY AUDITOR
ATTN: COUNTY AUDITOR/PURCHASING AGENT
133 E. JACKSON STREET
BURNET, TX, 78611**

Proposals must be in a sealed envelope and clearly labeled in the top left corner with:

**RFP 23-4090-05
Right of Way Acquisition Services Proposal**

Improperly labeled envelopes may be opened prematurely.

OR: You may Submit a Proposal electronic file to:

bids@burnetcountytexas.org

Proposal electronic files will remain unopened until the due date and time.

Faxed Proposal submittals will not be accepted.

Proposals must be limited to the contents specified in this proposal.

Proposals shall be on 8.5" x 11" paper, single-spaced, with a minimum 10-point font and not exceed twenty (20) pages total.

Addenda will be issued, if necessary, and the Respondent is responsible for ensuring addenda requirements have been followed.

The Respondent to this RFP is responsible for all costs of preparation.

RFPs shall become the property of Burnet County after the Proposal opening date.

A Proposal which does not include all the requirements set forth in this RFP will be rejected as non-responsive and will not be considered further. However, Burnet County reserves the right, in its sole judgment and discretion, to waive minor proposal technicalities and errors in the best interest of Burnet County. The definition of "minor proposal technicalities and errors" shall be as determined by Burnet County and the Respondent agrees to accept that determination without challenge.

Proposals will be evaluated, scored, and ranked by Burnet County based upon criteria established by Burnet County. The outcome of the evaluations may, at Burnet County's sole discretion, result in (a) note to a Respondent(s) of selection for tentative contract negotiation and possible award; or (b) further steps to gather more information for further evaluation. This often means notice of placement on a discussion (interview) list with time and date of the discussion (interview). The selection process may be canceled if Burnet County determines it is in the public interest to do so.

Burnet County will enter into contract negotiations with the top-ranked Respondent. If an agreement cannot be reached between Burnet County and the top-ranked Respondent, Burnet County shall cease negotiations with the top-ranked Respondent and enter into contract negotiations with the second ranked Respondent and subsequent sequentially ranked Respondents, if agreements cannot be reached.

If a Contract is awarded, the Contract documents must be signed within ten (10) business days from the date the document was sent by Burnet County via email or within fifteen (15) business days if sent via the U.S. Postal Service or courier service. If the signed Contract documents are not received within those business days, the offer may be rescinded at the sole discretion of Burnet County.

As described herein, once a Respondent has been awarded a contract, the Respondent shall be referred to as the Acquisition Provider.

Costs of Services will not be evaluated as part of the selection process. Costs will be negotiated after a Respondent has been selected. The selected Respondent must submit a fee schedule within five (5) working days of notification of selection unless an extension is granted by Burnet County. Burnet County reserves the right to reject all proposals if deemed in the best interest of Burnet County.

INQUIRIES:

The Respondent's sole point of contact shall be the Burnet County Auditor, or his/her designated representative and the only questions answered will be of a technical nature regarding this RFP. Employees and representatives of Burnet County will not answer questions or otherwise discuss the contents of the RFP. Failure to observe this restriction may result in disqualification of any proposal. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.

Direct questions to:

purchasing@burnetcountytexas.org

Questions may be submitted in writing to the Burnet County Auditor, or his/her designee no later than seven (7) prior to the Proposal submittal date. Substantiative questions and answers will be provided to all RFP recipients.

SCOPE OF SERVICES:

Respondents must express an interest in contracting for all services by completing this RFP. The general scope of work for is:

- Appraisal Services
- Real Estate Preliminary Appraisal Services
- Real Estate Appraisal Services
- Real Estate Appraisal Review Services
- Real Estate Appraisal Preparation and Testimony Services
- Negotiation Services
- Condemnation Services
- Preliminary Condemnation Support Services
- Condemnation Support Services

GENERAL INFORMATION:

Burnet County may require any clarification of change it needs to understand the selected Respondent's project approach.

The successful Respondent must have Worker's Compensation Insurance covering work in the State of Texas or otherwise comply with Texas Statutes regarding Worker's Compensation Insurance. The successful Respondent must also submit documents addressing insurance, non-collusion, tax law, debarment, and conflict of interest as part of the professional services contract.

Burnet County reserves the right to cancel this RFP upon a good cause finding.

Burnet County will award a contract to the Respondent whose proposal, in the opinion of the Burnet County Commissioners Court, scores highest using the scoring and ranking methods described herein.

The selected Respondent will be required to assume responsibility for all services outlined in the RFP, whether the consultant or a sub-consultant produces them.

Burnet County does not discriminate in selection of service providers on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, sexual orientation, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government.

BROKER:

Under the provisions of The Real Estate License Act, Chapter 1101, Texas Occupations Code, real estate licensure is required when a “person” performs a real estate brokerage activity 1) for a property owner or a buyer, and 2) for compensation. “Person” is defined by Section 311.005(2) of the Texas Government Code and includes both individuals as well as business entities. The activities that fall within the definition of real estate brokerage are outlined in Section 1101.002(1) of The Real Estate License Act. Sections 1101.351(a) [individuals] and 1101.351(a-1) [business entities] of The Real Estate License Act are the statutory provisions that require real estate licensure to engage in real estate brokerage activities.

If the Acquisition Provider is a business entity such as a corporation, LLC, or partnership, the Acquisition Provider shall hold an active real estate broker license in its own name to engage in any real estate brokerage activities. Any subcontractors and/or sub-providers of the Acquisition Provider (whether a business entity or individuals) negotiating or being compensated for the purchase transactions for real property interests likewise must hold active real estate licenses to engage in such activities.

If requested by Burnet County, the Acquisition Provider shall provide satisfactory proof of a current real estate broker license. At a minimum, the Acquisition Provider shall provide such proof immediately prior to commencing work. Burnet County will issue no Work Authorization(s) without verification of a current real estate broker license.

APPRAISAL SERVICES – SERVICE REQUIREMENTS

Acquisition Provider shall select and use only Appraisers from the list of TxDOT Certified Appraisers which can be accessed at:

<http://www.txdot.gov/business/opportunities/real-estate-appraisers.html>

All appraisal services must comply with the Uniform Standards of Professional Appraisal Practice (“USPAP”) and Texas Law.

Real Estate Preliminary Appraisal Services

For preliminary appraisal service when parcel counts are unknown and parcel numbers are unassigned, the Appraiser must perform preliminary work such as market studies, locating comparables, and other research. The Appraiser must submit a market study or comparables report.

REAL ESTATE APPRAISAL SERVICES:

Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the Acquisition Provider's Project Manager and the Burnet County Project Manager in order to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Agent.

Acquisition Provider shall prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser and Relocation Agent on the inspection of the subject property. The written contact documents must use acceptable TxDOT forms and the records of contact must be part of the parcel file.

With the information from the Acquisition Provider, the Appraiser must secure permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Appraiser is unable to secure the necessary permission from the property owner, a written waiver must be obtained from Burnet County through the Burnet County Project Manager. This permission or written waiver must be incorporated into the appraisal reports.

The assignment for an initial and update appraisal are two separate and distinct appraisal assignments. The fee for each assignment must be reflective of the complexity of the specific individual assignment.

For an initial appraisal assignment, the Appraiser must prepare an appraisal report for each parcel to be acquired utilizing applicable TxDOT forms. These reports must conform to TxDOT policies and procedures along with the USPAP as promulgated by the Appraisal Foundation.

For an updated appraisal, the Appraiser must prepare an updated appraisal report for each parcel to be acquired utilizing applicable TxDOT forms. These reports must conform to TxDOT policies and procedures along with the USPAP.

As necessary, Acquisition Provider shall prepare written notification to Burnet County of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.

All completed appraisals must be administratively reviewed and recommended for approval by the Burnet County Project Manager.

NOTE: Processing monthly invoices for appraisal services will not be delayed for the purpose of the completion of the administrative review.

The Burnet County Project Manager coordinates with the Review Appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Review Appraiser will then coordinate with the Appraiser. For performance expectations, the turn-around for this portion of the process will be:

Three (3) business days for the Review Appraiser to complete the review and contact the Appraiser for revisions or additional information.

Three (3) business days for the Appraiser to complete and deliver the revisions and provide the required additional information.

Three (3) business days for the Burnet County Project Manager to complete the administrative review.

Performance metrics for the on-time delivery of appraisal reports must be kept by the Acquisition Provider and reported to the Burnet County Project Manager on a weekly basis in a format supplied by Burnet County and/or TxDOT. Late delivery of appraisal reports or unacceptable or untimely responses to requests from Review Appraisers or the Burnet County Project Manager will negatively affect the rating of an Appraiser's evaluation and may result in reducing the number of future appraisal assignments until the Appraiser's performance improves.

REAL ESTATE APPRAISAL REVIEW SERVICES:

Review Appraiser must review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with Burnet County and/or TxDOT policies and procedures and the USPAP.

Review Appraiser must prepare and submit applicable TxDOT forms for each appraisal review assignment to the Burnet County Project Manager.

The assignment for the review of an initial and update appraisal are two separate and distinct appraisal review assignments. The fee for each review assignment must be reflective of the complexity of the specific individual review assignment.

Performance metrics for the on-time delivery of review appraisal reports must be kept by the Acquisition Provider and reported to the Burnet County Project Manager on a weekly basis in a format supplied by Burnet County and/or TxDOT. The delivery of late appraisal review report or unacceptable or untimely responses from requests by the Burnet County Project Manager would negatively affect the rating of a Review Appraiser's evaluation and may result in reducing the number of future appraisal assignments until the Appraiser's performance improves.

REAL ESTATE APPRAISAL PREPARATION AND TESTIMONY SERVICES:

Beyond delivery of the appraisal assignments, the Appraiser may be called to provide preparation and testimony for a Special Commissioners Hearing (Hearing). For this appraisal assignment, the fee for the preparation time and testimony are separate from the initial and update assignment.

NEGOTIATION SERVICES:

Acquisition Provider shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform the Burnet County Project Manager of methods to cure title deficiencies. This includes analyses of drainage and access easements, if applicable.

Acquisition Provider shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any charges at this point, but if there

are charges (such as abstractor's fees), these costs will be reimbursed to the Acquisition Provider as a pass-through cost.

Acquisition Provider shall analyze appraisal and appraisal review reports and confirm Burnet County's approved value prior to making an offer for each parcel.

Acquisition Provider shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

Acquisition Provider shall issue property description to the property owner.

Securing the TxDOT Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration (PUAIC) is part of general Negotiation Services. Acquisition Provider shall explain and provide the opportunity for the property owner to execute a PUAIC in accordance with TxDOT policy and procedures.

Acquisition Provider shall prepare all documents required or requested by Burnet County on applicable TxDOT forms. (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).

Acquisition Provider shall send the written offer, appraisal report, and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of all closing activities, including but not limited to following-up on contacts and securing the necessary instruments upon acceptance of Burnet County's offer; and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.

Acquisition Provider shall respond to property owner inquiries verbally and in writing within two (2) business days.

Acquisition Provider shall prepare a separate negotiator contact report for each parcel, per contact, on applicable TxDOT forms.

The curative services necessary to provide a clear title to Burnet County are the responsibility of the Acquisition Provider and thus are part of the Acquisition Provider's fee for Negotiation Services and Condemnation Support Services. Curative services do not include costs that qualify as payment of incidental expenses to transfer real property to Burnet County. Incidental expenses not paid to the title company are reimbursed as a pass-through cost.

Acquisition Provider shall have direct contact with the title company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through the Burnet County Project Manager.

All original documents generated or received by the Acquisition Provider must be delivered to the Burnet County Project Manager. Copies or working file documents must be kept by the Acquisition Provider. Acquisition Provider must maintain parcel files of original documentation related to the purchase of real property or property interests.

Acquisition Provider shall provide closing services in conjunction with the title company and will be required to attend closings. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to recording of the instrument.

Acquisition Provider shall record all original instruments immediately after closing at the Burnet County Clerk's Office, except for donations, which must be forwarded to the Burnet County Project Manager for acceptance by the Burnet County Commissioners Court prior to recording. These costs are reimbursed as a pass-through cost.

Acquisition Provider shall advise property owner of the administrative settlement process, assist them with the preparation of a counteroffer package, and shall transmit to the Burnet County Project Manager any written counteroffer from property owners including applicable TxDOT forms, supporting documentation and written comments regarding Administrative Settlements in accordance with TxDOT policy and procedures.

Acquisition Provider shall secure title insurance for all parcels acquired, insuring acceptable title to Burnet County. Written approval by the Burnet County Project Manager is required for any exception. There should be no charges at this point, but if there are charges (such as Abstractor's Fees), these costs are reimbursed as a pass-through cost.

Acquisition Provider shall appear and provide Expert Witness testimony as required.

Acquisition Provider shall follow current TxDOT guidelines when negotiating parcels with Commercial Signs.

Acquisition Provider shall provide a copy of the Acquisition Services Program Survey along with a stamped return envelope addressed as shown below. All distributed surveys must have the Parcel number pre-completed by the Acquisition Agent before delivery to the Displacee.

PRELIMINARY CONDEMNATION SUPPORT SERVICES:

Acquisition Provider shall prepare the final offer letter and mail the documents of conveyance by CMRRR.

Acquisition Provider shall, upon receipt of a copy of the final offer, request an updated Title Commitment for eminent domain from the title company.

Acquisition Provider shall prepare, if applicable, Bisection, Drainage Easement, Access Easement, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by Burnet County.

Acquisition Provider shall use the information from the Title Commitment and other sources to join all interested parties on the request for eminent domain proceedings. The spouses of owners must be joined.

Upon completion of the request for eminent domain proceedings by the Acquisition Provider, the Acquisition Provider shall prepare a packet containing all documents listed in the TxDOT eminent domain package submission checklist. Submit packet to the Burnet County Project Manager.

CONDEMNATION SUPPORT SERVICES:

The Burnet County Attorney files the petition and related documents. Prior to filing the petition, the Burnet County Attorney coordinates with the Acquisition Provider. The Acquisition Provider is then responsible to file the lis pendens within the legal timeline.

Acquisition Provider shall record the lis pendens upon receipt of the cause number with the Burnet County Clerk's Office.

Acquisition Provider shall send a copy of the filed lis pendens and the petition via CMRRR to all named parties within three (3) days of the filing of the lis pendens.

Acquisition Provider shall send a copy of the condemnation petition to the title company and request an updated Title Commitment. The title company must confirm the appropriate parties were named in the petition and that no changes in title have occurred.

Following appointment of Special Commissioners (Commissioners) by the judge, the Acquisition Provider shall send via CMRRR the document appointing the Commissioners to the named defendants or their attorneys if represented. The Acquisition Provider shall secure the following documents:

Oath of Commissioners signed by the Commissioners;

Order Setting Hearing; and

Two (2) copies of the Notice of Hearing signed by the Commissioners.

NOTE: Notification to the Burnet County Attorney and the Burnet County Project Manager may be sent via CMRRR or email.

If e-filing is not required: File all originals with the court and send copies marked "copy" to the Burnet County Project Manager and the Burnet County Attorney within three days after filing.

Acquisition Provider shall coordinate the date and time for the Special Commissioners Hearing. If there is an increase in value to the appraisal, the Acquisition Provider shall send a copy of the updated appraisal along with the post-petition letter to the appropriate parties by CMRRR.

Acquisition Provider shall coordinate with the Burnet County Project Manager to reserve a location for Hearings.

Acquisition Provider shall coordinate the Hearing date with the Burnet County Attorney, Appraiser, Engineer, appropriate Burnet County witnesses, three Commissioners, and a court reporter. A reasonable effort must be made to accommodate the property owner and their representatives.

Acquisition Provider shall coordinate a pre-hearing conference prior to the Hearing (the day before or earlier) to discuss facts of the case with the Burnet County Attorney, Appraiser, the Burnet County Project Manager, Engineer, and appropriate Burnet County witnesses.

After the Hearing is set, the Acquisition Provider shall serve Notices of Hearing to the indicated parties in accordance with the methods and time frames set out in Chapter 21 of the Texas Property Code, but in no instance less than twenty (20) days prior to the Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty (60) days after service of the Hearing to prepare. The scheduling of the Hearing must allow for any additional time frame required by law.

For the service of Notices of Hearing, written approval through Burnet County by the Burnet County Project Manager is required for any exception to be reimbursed as pass-through cost.

Once the notices have been served, if e-filing is not required, file the original notices with the court and send copies marked "copy" to the Burnet County Project Manager and Burnet County Attorney.

NOTE: If e-filing is required, the Acquisition Provider shall send served notices to the Burnet County Attorney for e-filing.

Acquisition Provider shall send a reminder, via CMRRR or email, two to three (2 to 3) weeks in advance to the Burnet County Attorney, Appraiser, three Commissioners, court reporter, and the Burnet County Project Manager concerning Hearing dates.

Acquisition Provider shall prepare Special Commissioners Hearing data sheet and Commissioners' time sheets and submit to the Burnet County Project Manager within two (2) business days of the award being signed.

If required, Acquisition Provider shall file timesheets with the award. The Judge determines the amount paid to the Commissioners.

Acquisition Provider shall complete an Application for Texas Identification Number for all Commissioners and Court Reporters.

If e-filing is not required, the Acquisition Provider shall obtain the signatures of Commissioners on four (4) duplicate originals of the Award of Commissioners and file one with the court for the judge's signature within 48 hours of the Hearing. The Acquisition Provider shall have court clerk file-mark the four duplicate originals and retain three.

Acquisition Provider shall obtain and distribute three signed and file-marked copies of the Award as follows:

One file-marked copy to the title company with a request for a commitment.

One file-marked copy to the Burnet County Attorney.

One file-marked copy (or certified copy) to the Burnet County Project Manager with the previously obtained Commitment to request submission for each Commissioner's fee.

Acquisition Provider shall send the Commitment and the file-marked award to the Burnet County Project Manager which then prepares the payment submission for each Commissioner's fee.

Acquisition Provider shall deposit a warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit.

NOTE: The Date of Deposit is the Date of Possession.

Acquisition Provider shall, if objections are filed, facilitate the acquisition of title to real property and if there are, serve charges for collection and coordination of precepts, the Acquisition Provider shall be reimbursed for serve charges as pass-through costs.

Acquisition Provider shall take photographs of the interest to be acquired on the day of deposit (or the day of a PUAIC closing) for relocation verification and date of take appraisal purposes. If a date of take Appraiser has been selected by the Burnet County Attorney, the Acquisition Provider shall notify the Appraiser of the date the deposit is going to be made so that the Appraiser may take date of take photographs as well.

Acquisition Provider shall send written notices of the date of deposit to the Burnet County Project Manager and all interested parties.

Acquisition Provider and any sub-providers must appear as Expert Witness when requested.

DISPOSAL OF PROPERTY SERVICES:

Acquisition Provider shall submit current photos of improvements, a list of actual retained improvements, bi-sections for improvements, an exhibit or map by parcel showing the location of all improvements that require demolition, and utility meter number(s) as a complete demolition preparation package acceptable to the Burnet County Project Manager.

Acquisition Provider shall mark improvements and other items in the field for demolition and provide photos as proof of completion as a complete demolition verification package acceptable to the Burnet County Project Manager.

SUB-PROVIDERS:

Sub-Providers providing service must meet the same requirements and level of experience as required of the Respondent. No subcontract relieves the primary Respondent of responsibility for the service. If the Respondent uses a Sub-Provider for any or all of the work required, the following conditions must apply under the listed circumstances:

A Respondent planning to subcontract all or a portion of the work must identify the proposed Sub-Providers.

Subcontracting is the Respondent's expense.

Burnet County retains the right to check Sub-Provider's background and make a determination to approve or reject the use of submitted Sub-Providers.

The Respondent must be the only contact for Burnet County and Sub-Providers and must list a designated point of contact for all State and Sub-Provider inquiries.

Disadvantaged Business Enterprise for Federal-Aid Professional Services Contracts.

It is the policy of the United States Department of Transportation and TxDOT that DBEs as defined in 49 CFR Part 26, Subpart A, and the State's Disadvantaged Business Enterprise Program, must have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the State's Disadvantaged Business Enterprise Program, apply to a Contract resulting from this RFP. A DBE contract goal of 12.6% percent has been established for this contract. The proposer shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

Race-neutral DBE participation is encouraged and suggested. Race- neutral participation is achievable through various opportunities such as DBE material supplier, subcontracting, etc.

ANTICIPATED PARCELS TO BE ACQUIRED:

Below is a preliminary list of parcels to be acquired. The list may change prior to contract award, but any changes are anticipated to be relatively insignificant:

- Parcel 1 – 0.134 Acres
- Parcel 2 – 1.046 Acres
- Parcel 3 – 0.634 Acres
- Parcel 4 – 0.271 Acres
- Parcel 5 – 0.400 Acres
- Parcel 6 – 4.410 Acres
- Parcel 7 – 12.534 Acres
- Parcel 8 – 0.052 Acres
- Parcel 10 – 0.271 Acres
- Parcel 11 – 1.531 Acres
- Parcel 12 – 0.587 Acres
- Parcel 13 – 3.804 Acres
- Parcel 14 – 5.462 Acres

*Drainage Easements – 20

*Drainage Easements to be acquired will be from the same property owners of the parcels listed.

EXECUTION OF THE PROPOSAL:

By submitting a response to this RFP, the Respondent hereby certifies that he/she/the Firm has complied with the following terms and/or provisions:

All statements and information prepared and submitted in the proposal to this RFP are current, complete, and accurate.

He/she/the Firm has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

Neither the Respondent, proposer, firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

Under Section 2155.004, Government Code, the Acquisition Provider certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

Respondent agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Respondent represents and warrants that the individual submitting this Proposal is authorized to submit this document as the Respondent and to bind the Respondent under any Contract resulting from this proposal.

No part of this Proposal was copied verbatim from another Respondent's proposal while understanding that each Proposal is independently evaluated, accurate, and true against the solicitation criteria in the RFP.