



**ORANGE COUNTY PURCHASING
714 POLK STREET
ORANGE, TEXAS 77630**

Request for Proposals

FOR

CONSTRUCTION OF (2) PICKLEBALL COURT AT RAYMOND GOULD PARK VIDOR, TEXAS

RFP No. 25001

**Publication Dates: SUNDAY MARCH 16, 2025
SUNDAY MARCH 23, 2025**

TABLE OF CONTENTS

Document	Page #
Instructions to Bidders	3
Notice to Bidders	4
General Conditions	6
Scope of Work & Specifications	12
Bidders Information	19
Bid Form	19
Evaluation Criteria	20
Contact References	21
Exhibit C: County's Insurance Requirements	22
Exhibit D: Affidavit of No Prohibited Interest	24
Exhibit E: Conflict of Interest Questionnaire	25
Texas Ethics Commission Form 1295 & Verification Form 2290	
W9	27

ORANGE COUNTY, TEXAS

REQUEST FOR PROPOSAL - RFP-25011 Construction of (2) Pickleball Courts at Raymond Gould Park in Vidor, Texas.

The enclosed **REQUEST FOR PROPOSAL (RFP)** and accompanying **SPECIFICATIONS** are or your convenience in bidding the enclosed referenced **Construction of (2) Pickleball Courts at Raymond Gould Park in Vidor, Texas for Orange County.**

Questions may be addressed to the Purchasing Department at the address listed below. The bids will be opened at **2:00 p.m., CST on Thursday April 10, 2025**, at the following address:

**Orange County Purchasing
714 Polk Street
Orange, Texas 77630
(409) 882-7903**

mcarroll@co.orange.tx.us

(5) copies of the Bids may be submitted by mail to the following address:

**Orange County Purchasing 714 Polk Street
Orange, Texas 77630
(409) 882-7903**

OR

Electronically at mcarroll@co.orange.tx.us

NOTICE TO BIDDERS

Orange County Commissioners' Court will accept sealed competitive bids at the Orange County Purchasing Agent's Office located at 714 Polk Street, Orange, Texas until 2:00 p.m., CST, Thursday, April 10, 2025 on the following requirements:

RFP-25001

PICKLEBALL COURTS RAYMOND GOULD PARK VIDOR TEXAS

Bid instructions and specifications are available at www.co.orange.tx.us or the office of the Orange County Purchasing Agent located at 714 Polk Street, Orange, Texas, 77630. Phone 409-882-7903.

The successful bidders will offer quality products and/or services meeting or exceeding Orange County's specifications on an as needed basis. Payment for these products and/or services will be funded from the current operating funds within various Orange County Departmental budgets.

Orange County reserves the right to award this bid by unit, or by lump sum to the most qualified responsible bidder and to increase or decrease quantities as it deems necessary. Orange County also reserves the right to waive any or all formalities and/or technicalities or to reject any or all bids if in the best interest of the County.

Orange County hereby notifies all bidders that it will affirmatively assure that minority enterprises are afforded full opportunity to submit proposals in response to this bid invitation, and that they will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Michelle Carroll
Purchasing Agent
County of Orange Texas

Bidders should carefully examine all terms, conditions, specifications and related documents.

Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the County of Orange should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the County of Orange's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Michelle Carroll, Purchasing Agent at mcarroll@co.orange.tx.us or via phone at (409)882-7903 by April 03, 2025.

Until the final awarding by the County of Orange, said County reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said County will be realized hereby.

[Rest of Page Intentionally Left Blank]

**County of Orange
GENERAL
CONDITIONS**

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to:
www.countyoforange.com

ANNUAL CONTRACT FUNDING

The county operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the County. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the county reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the County. Please refer to the **EVALUATION CRITERIA** for additional information.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at mcarroll@co.orange.tx.us.

- Submit bids via mail to 714 Polk Street Orange, Texas 77630.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidder's sheet. (5 copies)
- Bids will not be accepted without a signature.
- Bids submitted by email will be accepted.
- The County is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the County to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the County's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the County. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the County of Orange may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the County reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Orange, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the County and may be required to be a part of each bid. The county of Orange considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the County at the specified delivery location. The delivery date indicates a guaranteed delivery at Orange, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future County orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the County, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the County of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the County the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the county of Orange to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The county of Orange will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The County reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said County. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the County reserves the right to waive any irregularities and to make the award in the best interests of the County.

The County reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the County.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the County will prevent or hinder the prompt completion of additional work if awarded.

PROPOSAL DEFINITIONS:

"County" is the County of Orange, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the County of Orange.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The County of Orange reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the County of Orange may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal: the County reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the County's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
- F. The County of Orange reserves the right to increase or decrease the amount of athletic court improvements at Raymond Gould Park based upon annual budget constraints with fifteen (15) days' notice.
- G. The County of Orange reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.



SCOPE OF WORK-Pickleball Courts at Raymond Gould Park,

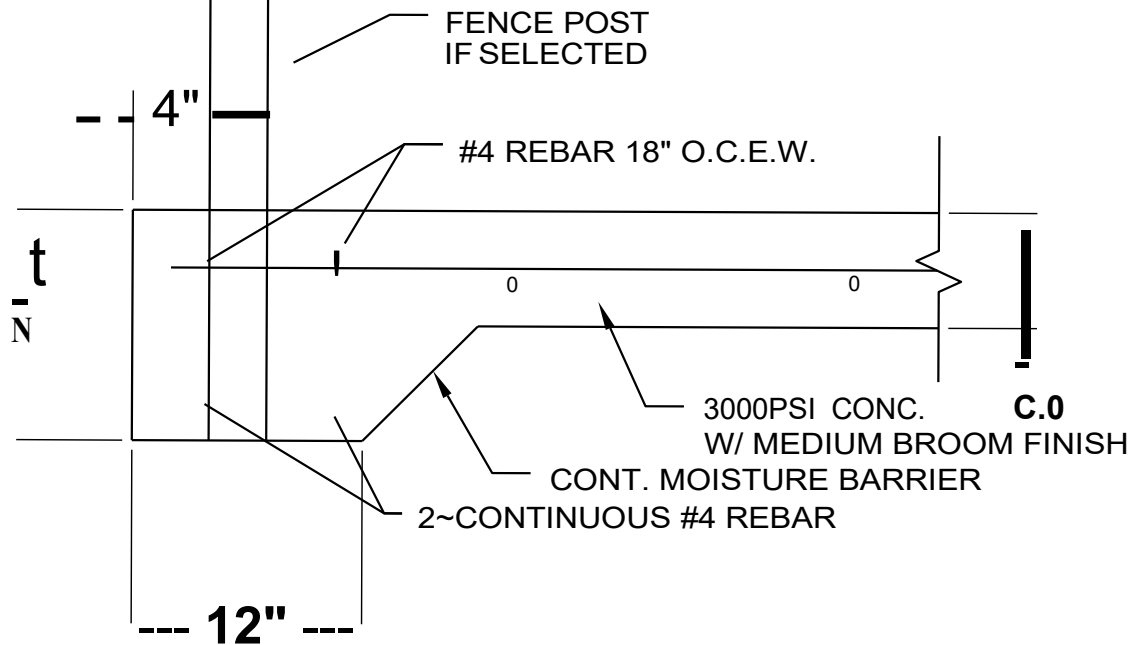
Vidor, Texas

RFP-25001

The courts will be constructed on the Orange County owned property at Raymond Gould Park, located at 380 E. Claiborne Street Vidor, Texas. The facility layout shall follow the attached Site Plan, Court Layout and Details drawings. It is understood that the actual project can be adjusted based on recommendations of the contractor and County staff approval following the opening of the proposals. Each respondent is responsible for inspecting the site and being fully familiar with contract documents prior to submitting any proposals. The failure and/or omission of any respondent to do any of the preceding items shall in no way relieve the respondent from any obligation with respect to its proposal. **Any requests for information shall be submitted no later than April 3, 2024**, in order to ensure an appropriate amount of time for a response to be distributed to all interested parties.

All respondents shall provide the following bid items:

1. Base Bid
2. Add Alternate # 1 - Perimeter Fencing
3. Add Alternate #2 - Interior Fencing
4. Add Alternate #3 - Dual Field Colors



NOTES:

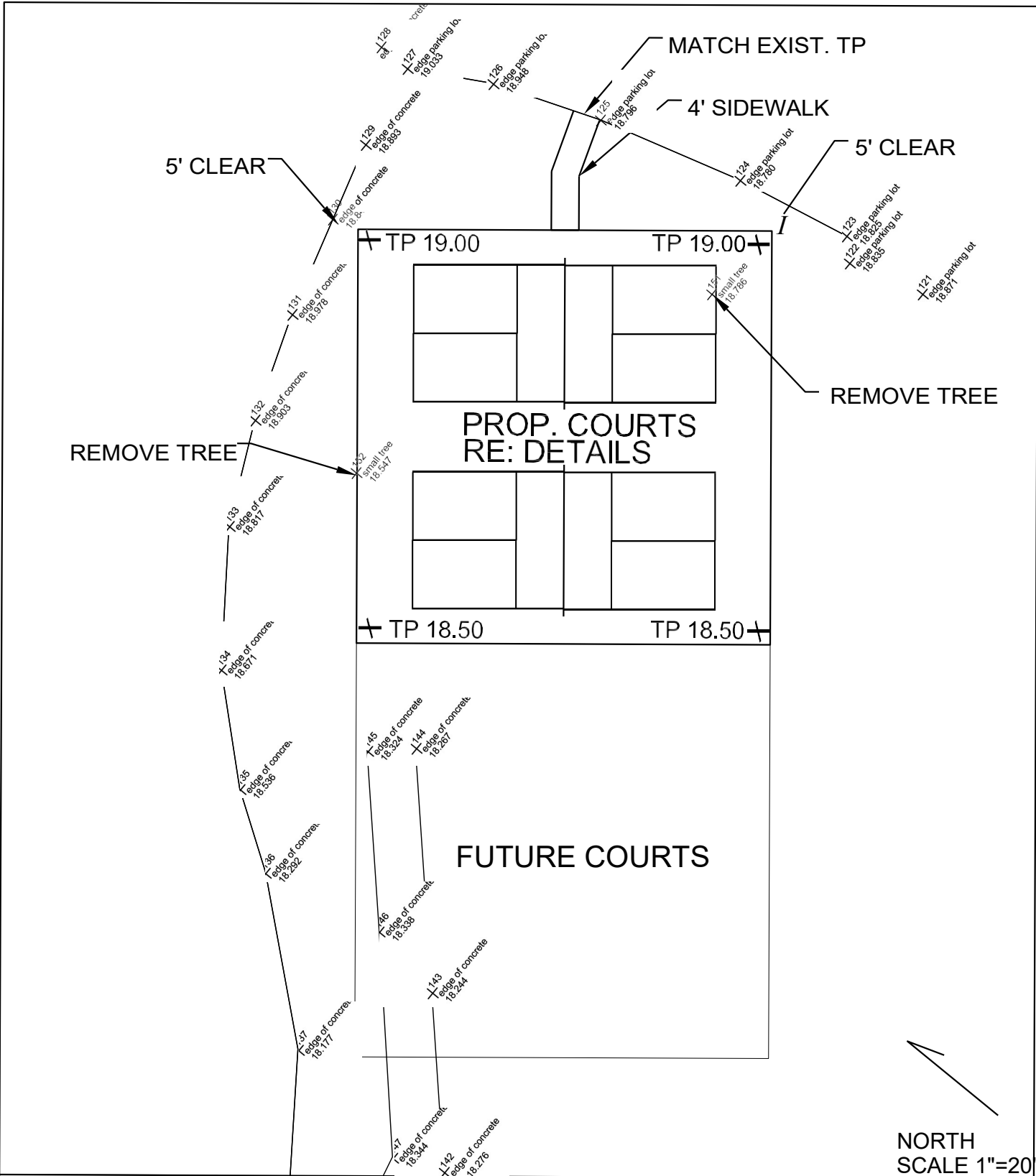
1. CONTRACTOR SHALL REMOVE EXISTING TREES AND SOIL TO A MIN. DEPTH OF 24" BELOW FINISHED ELEVATION AND BEYOND EDGE OF PAVEMENT
2. CONTRACTOR SHALL MOISTURE CONDITION AND COMPACT SUBGRADE
3. CONTRACTOR SHALL BACKFILL AS NECESSARY WITH SELECT FILL IN 6" COMPACTED LIFTS
4. CONTRACTOR SHALL PLACE A SEALED EXPANSION JOINT AT THE MID LINE OF THE COURTS AND MIDWAY BETWEEN COURTS
5. THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURERS RECOMMENDATIONS FOR THE INSTALLATION OF ANY APPURTENANCES AND COATINGS
6. ALL PROPOSED ITEMS TO BE INSTALLED AND ANY ALTERNATES SHALL BE SUBMITTED TO THE COUNTY ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION

N.T.S.

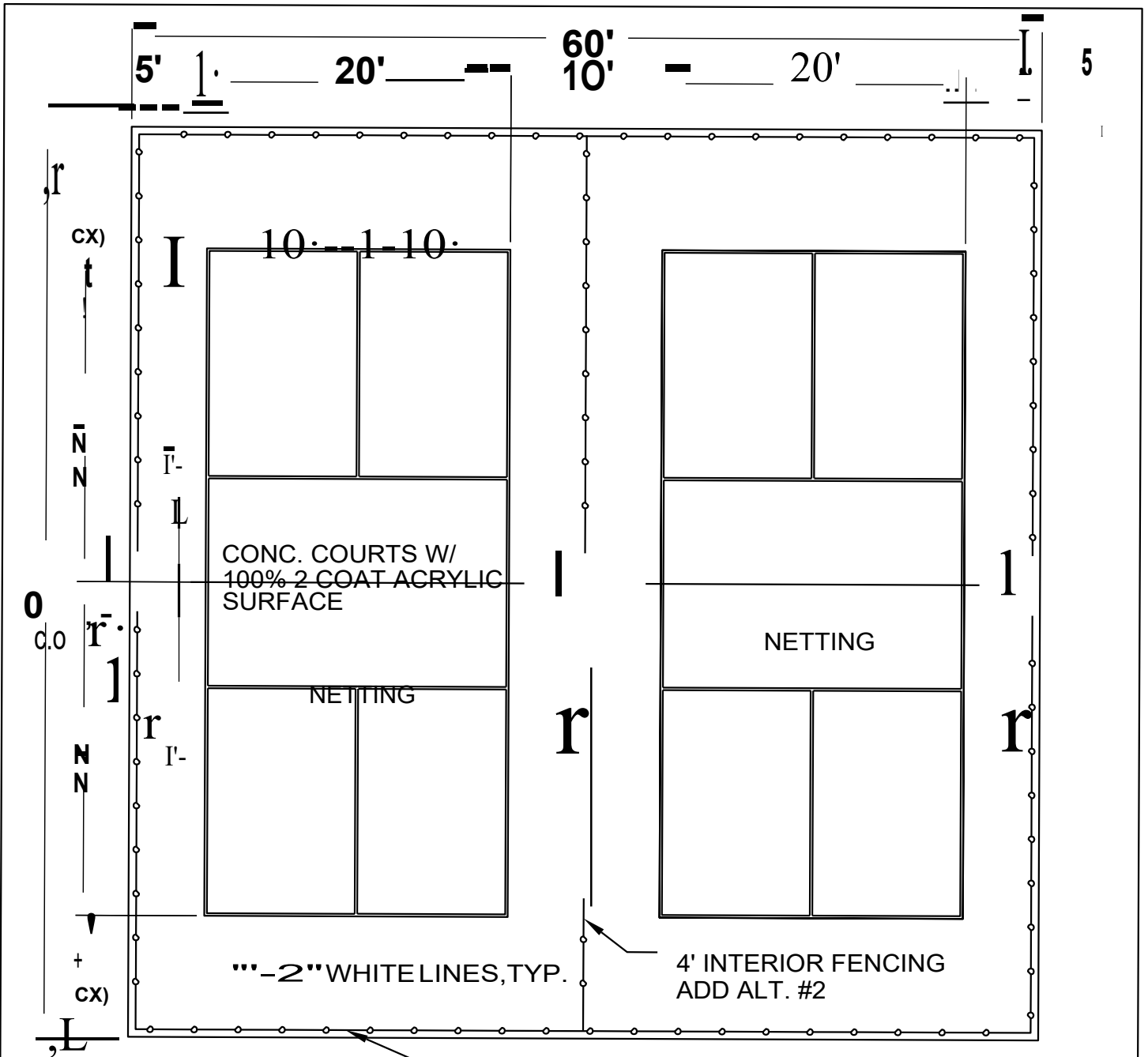


**PICKLEBALL COURTS
RAYMOND GOULD PARK
ORANGE COUNTY TEXAS
DETAILS**

03/07/25



PICKLEBALL COURTS RAYMOND GOULD PARK ORANGE COUNTY TEXAS SITE PLAN



- NOTES:
1. COURT FIELD COLOR SHALL BE SELECTED BY COUNTY
 2. ADD ALTERNATE #3 - 2 FIELD COLORS TO BE DETERMINED BY COUNTY
 3. ALL STRIPING SHALL BE 2" WHITE AND LAID OUT PER USAP STANDARDS
 2. FENCING SHALL BE BLACK VINYL COATED CHAIN LINK
 3. NETTING AND POSTS SHALL BE PERMANENT AND WEATHER RESISTANT
 4. NETTING SHALL EXTEND 12" BEYOND SIDE LINES AND HAVE A HEIGHT OF 36" AT THE SIDE LINES AND 34" AT CENTER COURT

SCALE 1"=10'



**PICKLEBALL COURTS
RAYMOND GOULD PARK
ORANGE COUNTY TEXAS
COURT LAYOUT**

BIDDERS INFORMATION

Bidder's Name: _____

Bidder's Company _____

Bidder's Address _____

Bidder's City/State _____

Bidder's Phone/Fax # _____

Bidder's E-Mail _____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

The Orange County reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

Proposers may elect not to submit pricing and proposals for all items listed below:

Pickleball Court (lump sum): \$ _____

Signature of Bidder _____

Bidder (print name) _____

EVALUATION PROCESS

All submitted proposals will be reviewed by the County of Orange for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

BEST VALUE EVALUATION CRITERIA

- 40% Pricing
- 40% Experience with References
- 20% Vendor Proposal

[REST OF THIS PAGE INENTIONALLY LEFT BLANK]

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
County's Insurance
Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the County of Orange its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to County at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against County for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

Coverage Required	Limits
<u> X </u> 1. Worker’s Compensation & Employer’s Liability	<hr/> <ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas <hr/>
<u> X </u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate. <hr/>
___ 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate. <hr/>
___ 4. Professional Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate. <hr/>
___ 5. Umbrella Coverage or Excess Liability Coverage	<ul style="list-style-type: none"> ▪ An amount of \$ 2,000,000.00. <hr/>
<u> X </u> 6. County and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage County may possess.	
<u> X </u> 7. General Liability Insurance provides for a Waiver of Subrogation against County for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name County as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

- X 10. The Certificate of Insurance must state the project title.

- 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the County of Orange, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 2025.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2025.

Notary Public in and for the State of _____
My commission expires: _____

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.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: [https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form1295.htm)
Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.
4. Please provide the bolded information exactly as it appears below when creating your certificate:
Who is the contract with? Click the button for **Other**
Governmental Entity
Agency/Entity Name: **County of Orange**
Contract ID Number: **RFP-25001**
Description of Goods and Services to be provided:
Construction of (2) PICKLEBALL Courts at Raymond Gould Park
5. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
6. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)

)

COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 2025.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

7. "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 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

8.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requestor's name and address (optional)
6 City, state, and ZIP code			
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
OR	
Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.