

**RFP# 2025-0422**  
***REQUEST FOR PROPOSALS***  
***FOR VEGETATION MANAGEMENT SERVICES***  
***FOR LIMESTONE COUNTY, TEXAS***

**BID DUE DATE:**  
**By 3:00 PM CST - Monday, May 19, 2025**

*Limestone County Auditor's Office*  
200 W. State Street, Ste. 301  
Groesbeck, Texas 76642

**RFP SCHEDULE SUMMARY**

Tuesday, April 29, 2025	Release of RFP
Thursday, May 01, 2025 Wednesday, May 07, 2025	Legal Advertising of RFP
Monday, May 19, 2025 - 3:00 PM CST	RFP Submittal Due Date
Tuesday, May 27, 2025 - 9:00 AM CST	Anticipated Recommendation to Court / Anticipated Award of RFP / Anticipated Court Approval of Contract

## INVITATION FOR BID AND INFORMATION

1. The Commissioners' Court of Limestone County, Texas is accepting sealed bids for the following:

### **VEGETATION MANAGEMENT SERVICES**

2. Bids should be placed in a sealed envelope marked:

### **RFP #2025-0422: VEGETATION MANAGEMENT SERVICES**

3. **SUBMISSION OF BIDS:** Sealed bids shall be received by: Limestone County Auditor, 200 W. State St., Ste. 301, Limestone County Courthouse, Groesbeck, Texas 76642.
4. Deadline for bid submission is 3:00 P.M. on Monday, May 19, 2025.
5. All bids must be received at the designated location by the time deadline shown. Bids received after the deadline will be returned unopened to the sender and shall be considered void and unacceptable.
6. The bid documents are available in Limestone County Auditor's Office, Limestone County Courthouse, 200 W. State St., Ste. 301, Groesbeck, Texas; Telephone: 254-729-3718.
7. Each bidder shall use unit pricing.
8. The method of payment shall be from current operating funds.
9. ***Bids not accompanied by the Affidavit will not be considered. A Conflict-of-Interest Questionnaire and a Texas Ethics Commission Form 1295 Certificate of Interested Parties will be required after bid is awarded.***
10. Bids will be opened in the Limestone County Auditor's Office on the third floor, Limestone County Courthouse, Groesbeck, Texas on Monday, May 19, 2025, at 3:00 P.M. Bids will be discussed and/or awarded at the Commissioners' Court regularly scheduled meeting on May 27, 2025, at 9:00 A.M.
11. **THE COMMISSIONERS' COURT** reserves the right to reject any and/or all bids for any and/or all items and/or services covered in this bid request and to waive any informality in bids as may be deemed to be in the best interest of Limestone County.

## **LIMESTONE COUNTY CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing goods, materials and serves for Limestone County shall, during the term of the contract with the County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the County, its officials, agents, employees, and volunteers as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material changes of the insurance.
3. Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same covered by the proceeds of insurance.

Insurance Company Qualifications: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Bidder's RFB/RFQ/RFP. If the contract is renewed or extended by the County, a certificate of insurance shall also be provided to the County prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars.

### **INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its Officials, Employees and Volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the County Auditor's Office and be approved before work commences.

#### **Standard Insurance Policies Required:**

- A. Commercial General Liability Policy
- B. Automobile Liability Policy
- C. Worker's Compensation Policy

#### **General Requirements applicable to all policies:**

- A. Only insurance carriers licensed and admitted to the do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. Claims Made policies will not be accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Limestone County.

### 1. COMMERCIAL GENERAL LIABILITY

- A. General Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- B. Limestone County, its officials, employees and volunteers are to be added as Additional named insured to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees and volunteers.
- C. Minimum Combined Single Limit \$1,000,000.00 per occurrence for bodily injury and property coverage.
- D. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. Waiver of Subrogation shall be attached to the Certificate of Insurance.

### 2. AUTOMOBILE LIABILITY

- A. General Liability Insurance shall be written by a carrier with a A: VIII or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

### 3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in title 28, Section 110.110 of the Texas Compensation Insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement are used. Contractor and subcontractors must use that portion of the form whereby the hire contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The Worker's Compensation insurance shall include the following terms:

- A. Employer's Liability limits of \$1,000,000.00 for each accident is required.
- B. Texas Waiver of Our Rights to Recover from Others Endorsement shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 c (7) of the Texas Administrative Code, the bid Specifications, this Agreement, and all subcontracts on this project must include the following terms and Conditions in the following language, without any additional words or changes, except, those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

#### **DEFINTIONS:**

- A. *Certificate of Coverage (certificate)- A copy of certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/Person's work on the project has been completed and accepted by the Commissioner. Persons providing services on the project (Subcontractors in section 406.096 (of the Texas Labor Code) - includes all persons or entities performing all or part of the serves the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operations, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries of portable toilets.*

*B. The Contractor shall provide coverage based on the proper reporting of Classification codes and payroll amounts and filing of any coverage agreements, that means the Statutory requirement of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.*

*C. The Contractor must provide a certificate of coverage to the Commissioner prior to being awarded the Contract.*

*D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Commissioner showing that coverage has been extended.*

*The Contractor shall obtain from each person providing services in a project, and provide to the Commissioner:*

- 1) A certificate of coverage, prior to that person beginning work on the project, so the government entity will have on file providing services on the project and certificates of coverage showing coverage for all persons: and*
- 2) No later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

*The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

*The Contractor shall notify the Commissioner in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any providing services on the project.*

*The Contractor shall post on each project site a notice, in the text, form and Manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

*The Contractor shall contractually require each person with whom it contracts with to provide Services on a project to:*

- 1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of nay coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project:*
  - 2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.*
  - 3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate coverage ends during the duration of the project.*
  - 4) Obtain from each other person with whom it contracts, and provide to the Contractor.*
    - a. A certificate of coverage, prior to the other person beginning work on the project; and*
    - b. A new certificate of coverage, showing extension of coverage, prior to the end of the coverage period, if the coverage ends during the duration of the project;*
  - 5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
  - 6) Notify the government entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any changes that materially affects the provision of coverage of any providing services on the project; and*
  - 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.*
4. **CERTIFICATES OF INSURANCE** shall be prepared and executed by the insurance company or its Authorized agenda, and shall contain the following provisions and warranties:
- a. The company is licensed and admitted to do business in the State of Texas
  - b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Boards of Insurance (ISO)
  - c. All endorsements and insurance coverage according to requirements and instructions contained herein.
  - d. The form of the notice of cancellation, termination, or change in coverage provisions to Limestone County
  - e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

5. **COMPLIANCE WITH LAW:** The Contractor's work and materials shall comply with all State and Federal laws, Municipal ordinances, regulations, and direction of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable State and Federal laws, Municipal ordinances, and guidelines concerning soil erosion and sediment control through the Project and warranty term.

6. **SAFETY PRECAUTIONS** at the site are the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The contractor shall provide copies of all hazardous materials and waste data sheets to the Limestone County Road & Bridge Dept.

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The contractor shall, at its own expense, take such precautionary measures for the protections of persons, property, and the work as may be necessary.

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may require to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated by replaced or compensated for by the Contractor at its own and expense.

7. **INDEMNITY** to the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officials, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court cost, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connections with the work done by the Contractor under this contract, provided that any such claim, loss damage, cause of action, suit or liability, is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not limited to the following specific instances:

- A. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor then the Contractor shall indemnify and hold harmless and defend the County of such damage.
- B. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

- C. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to claims on adjacent property owners caused by the Contractor, its agents, employees and representatives.
- D. The Contractor shall also be responsible for the removal of all related debris.
- E. The Contractor shall also be responsible for subcontractors hired by it.
- F. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable Federal, State or Local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligation of the Contractor under this section shall not extend the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause for the injury or damage.

#### 8. **RELEASE**

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes and charges the County, its officials, agents, employees and volunteers from all claims, demands and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and cause of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the County.

County/Entity: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



## 9. **VENDOR REQUIREMENTS**

- A. Contractor must comply with OSHA, EPA and Texas Department of Agriculture regulations along with Dept. of Public Safety and motor vehicle standards and regulations.
- B. Contractor must have had a commercial pesticides license and must submit a copy of this license with the bid.
- C. Herbicide manager must have at least five (5) years' experience applying herbicides; include a resume and be currently licensed in the category of Right of Way pest management. Copies of current licenses must be submitted with the bid.
- D. Herbicide manger must provide herbicide label and Material Safety Data Sheet of all chemicals being used for this bid.
- E. Herbicide applicator must maintain a daily log sheet of acres sprayed, herbicide rate, roads sprayed, and water usage. All information must be submitted to the county with the invoice at completion. A blank daily log must be submitted with bid.
- F. Herbicide applicator must have experience in roadside spraying, a current herbicide applicators license for state of Texas. Contractor must submit copies of license with bid.
- G. Contractor shall keep at least two strobe/amber lights and/or a flashing arrow board in operation while vehicle is spraying. Traffic Control Plan in accordance with TxDOT Standards TCP (3-1c).
- H. Contractor shall have a chemical spill plan and the spray truck shall have a spill clean-up kit on boards.
- I. If wind is greater than twelve (12) mph and/or rain is imminent, spraying must cease until weather conditions are more favorable.
- J. Spraying shall be performed thirty (30) minutes before daylight through or up to thirty (30) minutes after dark.
- K. Contractors is fully responsible for chemical storage, dandling, and container disposal.
- L. Contractor is fully responsible and liable for any damages as a result of off-site drift to include any dominate perennial grass.
- M. Real-Time Data Travcking and Access Requirements. Resonders must provide a real-time data tracking system that enables continuous monitoring of technician locations while performing roadside treatment activities within the county. The system must meet the following minimum requirements:
  - Live Tracking: The system shall offer real-time GPS tracking of all active field technicians and application assets during operations within the county.
  - Temporary Access Provision: The system must allow designated county personnel to be granted temporary administrative or viewer access for the duration of the treatment period.

- Long-Term Data Access: All tracking and application data must be archived and made accessible to designated county personnel for a minimum of five (5) years post-application.
- User Account Setup & Training: Upon identification of county personnel, the vendor shall:
- Create secure user accounts with appropriate access privileges.
- Provide training on system navigation and data retrieval processes to ensure personnel can effectively monitor ongoing operations and access historical data as needed.
- Data Availability: The system must support both real-time monitoring and on-demand access to historical application and tracking data for audit, compliance, or analysis purposes.

These capabilities are essential to ensure transparency, operational oversight, and long-term data retention for regulatory and performance review purposes.

## 10. SPECIFICATIONS

### A. Chemical Mowing

A.1. The application of selective herbicides on roadsides to control and/or inhibit seed head formation of native grasses and control weeds.

A.2 One (1) application will be performed as deemed necessary. Contractor to be responsible for the exact timing in order to keep grass at an acceptable level. The treatment will be completed by the end of June 2025.

A.3 Herbicide Selection (for all herbicide applications, a sufficient surfactant and drift control agent must be applied per acre) or Equivalent-must be approved prior to application.

- a. Round 1-Oust plus Roundup
- b. Round 2-Outridder plus Roundup plus Garlon 3
- c. Round 3- Opensight plus Plateau plus Roundup

**BID FORM**

**THIS IS A BID BY BIDDER AND IS NOT AN OFFER TO PURCHASE BY LIMESTONE COUNTY**

**THIS BID FOR THE FOLLOWING:**

**VEGETATION MANAGEMENT SERVICES**

**PRICING SECTION**

The following is an estimate of our anticipated purchases and will be used ONLY for tabulation purposes. The specified estimates are not guaranteed minimums. Fill the blanks with the unit price that is **firm** for the contract period.

**CHEMICAL MOWING-TURF MOWING**

Quotations are to be submitted using per centerline mile per application basis

1. Approximate 600 centerline miles @ an average of 15' ROW width = 2181 acres treatment per application (Contractor Supplies Herbicides)

COST/ACRE/APPLICATION \_\_\_\_\_

The County of Limestone reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award bid on Individual basis.

Acceptance of the bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions herein.

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Acceptance of the bid shall only obligate Limestone County to purchase some of the items from that bidder. Limestone County reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

The County of Limestone reserves the right to extend this contract for an additional 90 days if agreeable between the bidder and Limestone County for the quoted prices.

County exempt taxes to be excluded from bid.

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### BIDDER INFORMATION

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature

Print Name

Title \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF LIMESTONE §

### AFFIDAVIT

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to the following, who, upon oath says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, nor 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 bid.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
County, Texas

Name of Bidder: \_\_\_\_\_

SIGNED BY \_\_\_\_\_  
(SIGN Name in Writing) (Title)

ADDRESS \_\_\_\_\_

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

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDVAIT WILL NOT BE CONSIDERED.**

The County of Limestone does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

## **BID INSTRUCTIONS/TERMS OF CONTRACT**

**LATE BIDS:** Limestone County is not responsible for delivery of bids, lateness of mail, or any other cause for delay of delivery. The time/date entry from the time stamp in the Limestone County Auditor's Office shall be the official time of receipt.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before the submission deadline must be initialed and dated by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder for a period of sixty (60) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

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

**BID AWARD:** Limestone County reserves the right to award bid to one or more vendors as it deems to be in the best interest of the County.

**CONTRACT:** This bid, when properly accepted by Limestone County, shall constitute a contract equally binding between the successful bidder and Limestone County. Except by agreement, no different or additional terms will become part of this contract with the exception of a Change Order.

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

**DELIVERY:** All delivery and freight charges (FOB Limestone County designated location) are to be included in the bid price.

**DELIVERY TIME:** Bids shall show number of days required to delivery bid item(s) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder must keep Limestone County advised at all times of the status of the order.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. Bidder is required to sign affidavit form after bid is awarded.

**EXCEPTION/SUBSTITUTIONS:** All timely filed bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and the bidder shall be responsible to perform in strict accordance with the specifications of the invitation. Limestone County Commissioners' Court reserves the right to accept any, all and/or none of the exceptions(s), and/or substitution(s) as deemed by the Commissioners' Court to be in the best interest of the County.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality as determined by Limestone County will be considered.

**AGENDA:** Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Limestone County Auditor. Addenda will be mailed to all who are known to have received a copy of the Invitation for Bid. Bidders shall acknowledge receipt of all addenda.

**DESIGN, STRENGTH, QUALITY:** of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

**ALL BID ITEMS** must be new and unused, unless otherwise clearly specified in writing, in first-class condition, and for current manufacture. All equipment shall be furnished ready to use. All items not specifically mentioned, that are required for a complete unit, shall be furnished. Any items appearing in manufacturer's published specifications and not specifically listed herein are to be included with this bid. Any additions, deletions, or variations from the manufacturer's published specifications must be outlined in the section provided and, in a letter, attached to this Information for Bidders.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:**

A prospective bidder must be able to meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award;
6. Provide a list of references where like items have been supplied by Bidder, and the name of each reference, address, telephone number, and name of representative shall be included.

Limestone County may request information sufficient to determine bidder's ability to meet these minimum standards listed above.

**BIDDER SHALL PROVIDE** with this bid response all documentation required by this request for Information from Bidder. Failure to provide this information may result in rejection of bid.

**BIDDER AGREES TO** defend, indemnify, and save harmless Limestone County and all its officers, agents and employees from all suites, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder or of any agent, employee, subcontractor or supplier in the execution or, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgement, with cost, which may be obtained against Limestone County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until contract term expires or until completion buy delivery and acceptance of item(s) ordered, or until terminated by mutual agreement with a thirty (30) day written notice prior to any agreed a cancellation. This successful bidder must state therein the reasons for such cancellation. In the even said contract is canceled as stated, Limestone County reserves the right to award the contract to next lowest and best bidder as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT:** Limestone County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Limestone County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to award the bid to another bidder or to, purchase the bid items elsewhere, and charge the full increase in additional cost incurred by the County to the defaulting successful bidder.

**PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Limestone County from claims involving infringements of patents and/or copyrights pertaining to the subject matter of the bid.

**PURCHASE ORDER:** A purchase order(s) shall be generated by Limestone County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips, Limestone County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Limestone County Purchase Order number, and (d) descriptive information as to the vehicles, equipment or other items delivered, including product code, model number, item number, serial number, quantity, and other matters of identification.

**INVOICES** shall show all information as stated above and shall be mailed directly to the Limestone County Auditor's Office, 200 W. State St, Ste. 301, Groesbeck, TX 76642, located on the 3<sup>rd</sup> floor of the courthouse.

Item(s) supplied under this contract shall be subject to the County's approval. Units found defective or not meeting specifications shall be picked up and replaced by the successful bidder within one (1) week after notification, at no expense to the County.

**WARRANTY:** Successful bidder shall warrant that all item(s) shall conform to the proposed uses and specifications and/or all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title..

**REMEDIES:** The successful bidder and Limestone County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

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

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Limestone County.

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



**BIDS MUST COMPLY** with all federal, state, county and local laws concerning this type of item(s). The equipment shall contain all standard safety, emission, and noise control equipment required for this type and size of equipment at the time of its manufacture and all extra equipment specified. All materials, equipment, and./or parts not specifically stated herein but necessary to render the unit(s) complete and operational per the specifications are to be included in the bid price. Bidder may be required to furnish evidence that each unit, as bid, will meet or exceed these requirements. An inspection of the equipment shall be made Limestone County before acceptance.

**ANY QUESTIONS** concerning this process should be directed to Limestone County Auditor's Office, 200 W State St, Ste. 301, Groesbeck, TX 76642, 254-729-3817.



**Did you sign your Proposal/Bid and/or your addendum?**

**If not, your Proposal will be rejected.**

## **CERTIFICATION OF ELIGIBILITY**

**(This provision applies if the anticipated contract exceeds \$25,000)**

**By submitting a Proposal/Bid in response to this solicitation, the Respondent certifies that at the time of submission, he/she is NOT on the State of Texas or the Federal Government's list of suspended, ineligible, or debarred proposers.**

**In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Limestone County Auditor.**

**Failure to do so may result in terminating this contract by default.**

---

**Authorized Signature**

## COMPLIANCE WITH FEDERAL AND STATE LAWS

### **Certification of Eligibility**

By submitting an RFP in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of RFP submission and time of award, the Respondent will notify the Limestone County Auditor. Failure to do so may result in terminating this contract by default.

### **Verification No Boycott Israel**

As required by Chapter 2270, Government Code, the selected firm must verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.

### **Foreign Terrorist Organizations**

Pursuant to Chapter 2252, Texas Government Code, the selected Firm must represent and certify that, at the time of execution of an Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

### **Disclosure of Interested Parties**

The law states that a governmental entity may not enter certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting an RFP in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. **Respondent agrees to provide the Limestone County Auditor, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.**

Visit <https://www.ethics.state.tx.us/filinginfo/1295/> for more information.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of comparable size and scope of work to this Bid.  
***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE:

GOVERNMENT/COMPANY/BUSINESS NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

### REFERENCE TWO:

GOVERNMENT/COMPANY/BUSINESS NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

### REFERENCE THREE:

GOVERNMENT/COMPANY/BUSINESS NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

## INSURANCE CERTIFICATION

*Attach Insurance Certification or Binder*

I, \_\_\_\_\_, as a duly authorized representative of \_\_\_\_\_,  
(Full name) (name of firm)

certify that evidence of required general liability, worker's compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFP shall be provided to the issuer of this RFP within 10 calendar days of any Notice of Award.

\_\_\_\_\_  
Signature – Company Official

\_\_\_\_\_  
Printed/Typed Firm Name

\_\_\_\_\_  
Printed/Typed Name/Title

\_\_\_\_\_  
Date

To: Vendors of Limestone County, Texas  
From: Natasha Goodman, County Auditor  
Re: ***Conflict of Interest Form (CIQ)***

Vendor:

Please find the link below to a Conflict-of-Interest Questionnaire. Complete this form if you have a conflict of interest with any Limestone County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<https://ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Limestone County Auditor either through RFP return, fax, or email. Please see contact information below.

**Limestone County Clerk**

Limestone County Courthouse  
200 W State Street  
Groesbeck, Texas 76642  
Phone: 254-729-5504

**Limestone County Auditor**

Email: kim.barber@co.limestone.tx.us  
Phone: 254-729-3817  
Fax: 254-729-5626

***Applicable Law***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Limestone County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

## **Certification Regarding Lobbying**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB  
0348-0046

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier_____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____  <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et.seq.*, as amended, Limestone County requires a Residence Certification. §2252.001 *et.seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a Resident Bidder of Texas as  
(Company Name)  
defined in Texas Government Code §2252.001.

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in  
(Company Name)  
Texas Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_.  
(City and State)

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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).
	<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) ► _____ <b>Note:</b> 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. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester'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.

**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.

Social security number	
or	
Employer identification number	

## 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](http://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.*

Limestone County Auditor  
Natasha Goodman, County Auditor  
200 W State Street, Ste. 301, Groesbeck, Texas 76642  
Phone (254) 729-3817 Fax (254) 729-5626

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April 28, 2025

To: Limestone County Publishing

From: Natasha Goodman, County Auditor

Subject: Advertisement RFP# 2025-0422 - Purchase of Vegetation Management Services - Limestone County, Texas

Please run the following ad on Thursday, May 1, 2025 in the Groesbeck Journal, and Wednesday, May 7, 2025 in the Mexia Daily News.

PUBLIC NOTICE

Sealed bids will be received by the County Auditor at the Limestone County Auditor's Office, at 200 W State Street, Ste. 301, 3<sup>rd</sup> Floor, Groesbeck, Texas 76642, on or before 3:00 pm, Monday, May 19, 2025, for RFP # 2025-0422 - Purchase of Vegetation Management Services for Limestone County, Texas. Late submissions will not be accepted. RFP packet will be available on April 29, 2025, by visiting <http://www.co.limestone.tx.us> on the County web page under Bid/FRP Information, or requesting by e-mail at [kim.barber@co.limestone.tx.us](mailto:kim.barber@co.limestone.tx.us) or calling (254) 729-3817. Payment will be made after items or services have been received in accordance with the award. Vendors must bid unit costs, but may offer lump sum discounts. Limestone County reserves the right to accept or reject in whole or in part any bid received and to waive any irregularities or formalities in the best interest of Limestone County.

Bids may be held by Limestone County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

**All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**  
**(Include with Bid)**

State of Texas

County of Limestone

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Limestone County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_.

