

VENDORS SHALL IMMEDIATELY COMPLETE THIS
SPECIFICATION DOWNLOAD ACKNOWLEDGEMENT
AND RETURN IT VIA EMAIL TO: STEPHANIE.KEETON@CO.LIBERTY.TX.US

These specifications have been made available to view and/or download on-line for your convenience.

**By downloading these specifications, you have agreed to monitor Liberty County Purchasing's
Webpage for Addenda(s) pertaining to this invitation to bid.**

INVITATION TO BID # 24-05

**Road Materials
(SS-1, SS-H, CRS-2 & CSR-2 Durapatch Blend)**

_____	_____
Date	Legal Name of Company

Mailing Address	

_____	_____
E-Mail Address	Phone Number

Contact Name	Signature

Submission of this form does not guarantee addenda notification.

It is the responsibility of the Vendor
to monitor Liberty County Purchasing's Website
for the most current information and addenda(s)
regarding this invitation to bid.



LIBERTY COUNTY, TEXAS

INVITATION TO BID #24-05/ROAD MATERIALS (SS-1, SS-1H, CRS-2 & CRS-2 Durapatch Blend)

Cover Letter

February 29, 2024

Re: American Rescue Plan Act (ARPA)

Dear Supplies Providers:

Attached is a copy of Liberty County's Invitation to Bid (ITB) for Road Materials (SS-1, SS-1H, CRS-2 & CRS-2 Durapatch Blend). These items are being solicited to assist Liberty County in completing and implementing programs and/or projects funded with its allocation of American Rescue Plan Act (ARPA) funds and its Road and Bridge Funds. Liberty County, Texas has received an allocation of ARPA and desire to solicit bids for its programs and projects.

A digital copy of this ITB can be found at <https://www.co.liberty.tx.us/page/liberty.CountyPurchasingAgent> under Current Solicitations.

Questions and requests for clarification shall be addressed via email to Stephanie Keeton, at stephanie.keeton@co.liberty.tx.us or by calling (936)253-8045.

The submission requirements for this ITB are also included on the attached Invitation to Bid documents. Please submit the BID to:

Harold Seay, Liberty County Purchasing Agent
2099 Sam Houston Street, Liberty, Texas 77575

The deadline for submission of this Invitation is March 19, 2024 at 10:00 am. It is the responsibility of the submitting entity to ensure that the bid is received in a timely manner. Bids received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Bids will be awarded as promptly as possible consistent with the time required for a thorough analysis of the bids submitted. Multiple contracts may be awarded as a result of this solicitation.

Submittal of bid serves as Vendors' acceptance of all terms, conditions and requirements provided by this Invitation. A contract between Liberty County, Texas and the awarded Vendor will be executed by Commissioners' Court approval and signing of offerors' bid.

Liberty County, Texas is an Affirmative Action/Equal Opportunity Employer, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit RFPs.

A handwritten signature in blue ink, appearing to read "S. Keeton", is written over the printed name.

Stephanie Keeton, CPPB
Liberty County Assistant Purchasing Agent

LIBERTY COUNTY, TEXAS

BID #24-05

Liberty County is seeking to award a term contract for Road Materials, (*SS-I, SS-H, CRS-2 & CRS-2 Durapatch Blend*) to the lowest responsible offeror on a per unit basis with a SAMs registered vendor/supplier. The County has received an allocation of American Rescue Plan Act (ARPA) funds and desire to solicit bids in order to complete its ARPA programs and projects. The following are the required elements of this Invitation to Bid. Information regarding this invitation and/or its ARPA Program can be provided by contracting the person listed as the Sole Point of Contact in item 12.

1. Consideration of Award

To be considered for award, respondents must adhere to the requirements as set forth by in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.

2. Schedule of Events

Note: All dates are tentative, and Entity reserves the right to change these dates at any time. At the sole discretion of the Entity events listed in the Schedule of Events are subject to scheduling changes and cancellation. The Entity will make public any changes to stated.

EVENT	DATE/TIME
Solicitation Release Date	FEBRUARY 29, 2024
Deadline for Submitting Questions	MARCH 8, 2024 AT 5:00 PM
Deadline for submission of Solicitation Responses	MARCH 19, 2024 AT 10:00 AM
Anticipated Notice of Award	MARCH 26, 2024
Anticipated Contract Start Date	MARCH 26, 2024

3. General

- a) All documents submitted in response to this invitation to bid are subject to Texas Open Records requirements.
- b) The County is exempt from federal excise and state sales tax; therefore, applicable taxes must not be included in the bid price.
- c) A Bid Form has been provided. No alternate bids shall be submitted. Bidder shall complete only items on the bid form and shall not alter this bid packet in anyway. Unsolicited attachments may be discarded and have no bearing on this bid.
- d) Unless stated otherwise, Liberty County Terms and Conditions apply.
- e) **Additional Requirements of Vendor if Awarded**
 1. **INSURANCE:** The awarded vendor shall provide to the County insurance certificates as proof of the insurance policies obtained by the Contractor. All insurance required shall be issued and maintained with responsible insurance companies organized under the laws of

one of the states of the United States, qualified to do business in Texas and having a rating from A.M. Best of A- or higher.

Liberty County Purchasing, 2099 Sam Houston Street, Liberty, Texas, 77575 shall be listed as a Certificate Holder. Insurance Renewals and Notice of Cancellations may also be sent electronically to stephanie.keeton@co.liberty.tx.us. Insurance certificates do not need to be submitted to Liberty County until the Bid is awarded.

The successful bidder shall maintain the following insurances during the execution of the contract:

General Liability

\$ 1,000,000 per occurrence limit

\$ 2,000,000 aggregate limit

Automobile Liability

\$ 1,000,000 combined single limit

Workers Compensation

Statutory Limits

\$ 1,000,000 employer's liability limits

All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the term of this contract.

All policies shall provide that coverage shall not be cancelled without thirty (30) days prior notice to the Certificate Holder.

2. All orders for materials or work must be authenticated by a Purchase Order issued by the Liberty County Purchasing Department. Invoices not bearing a Purchase Order number will not be paid.
3. Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Liberty County Purchase Order number and descriptive information as to item and quantity delivered.
4. Invoices shall clearly itemize the goods and/or services provided as to the quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. ONLY charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.
5. If vendor is unable to supply Liberty County with materials ordered, vendor shall notify the County Purchasing Agent and the requesting department via written email within two (2) hours of request stating why the material cannot be delivered. Liberty County may then order materials needed on the open market or with an alternate awarded vendor until the County Purchasing Agent is notified in writing via email that materials ordered are available again.

4. Specifications (Scope of Work) for Road Materials

- a) Materials shall be uncontaminated and of uniform quality that meets the requirements of the 2014 Edition of the Texas Department of Transportation Standard Specifications for construction and maintenance of highways, streets and bridges.
- b) When requested, samples shall be furnished at no cost to Liberty County.
- c) No materials delivered to Liberty County should contain any foreign objects, such as concrete, rebar, etc.
- d) **DELIVERY:** All delivery and freight charges (FOB Liberty County destination) are to be included in the bid price. While in transit, the successful vendor will pay all transportation costs and will assume all risk of loss.

Ordered materials may be delivered to various locations throughout Liberty County, i.e. - each Commissioners' Precinct and/or to the roadwork site, to be specified at the time of order. All delivery and freight charges (F.O.B. Liberty County designated location) are to be included in the bid/offer price except as noted herein.

- e) Testing may be performed at the request of Liberty County and samples may be taken by a third-party laboratory representative in the presence of representatives from both the County and successful bidder. If the results of such test reveal the samples do not meet the specifications, the cost of the test shall be at the expense of the vendor and satisfactory adjustments for all products delivered which do not comply with Liberty County's Specifications shall be made. If the results indicate the sample is of good quality and meets specifications, Liberty County will bear the cost of the testing.

f) **Material Specifications**

Brief descriptions are listed from the 2014 Edition Texas Department of Transportation Standard Specifications for construction and maintenance of highways, streets and bridges. More extensive specifications and testing guidelines shall be found by following the link provided on the TXDOT Item Information for each section. **Quantities given are approximate and based on (2) two years' usage, fiscal years 2021 and 2022.**

ASPHALTS, OILS, AND EMULSIONS/[Texas Department of Transportation Item 300](#)

- 1. **SS-1**..... 22,652 gallons
- 2. **SS-1H**..... 2,750 gallons
- 3. **CRS-2** 69,373 gallons
- 4. **CRS-2 Durapatch Blend**..... 16,000 gallons

DESCRIPTION: Provide asphalt cements, cutback and emulsified asphalts, performance-graded asphalt binders, and other miscellaneous asphalt materials as specified on the plans.

MATERIALS: Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that have been preapproved for use by the Construction Division in accordance with Tex-545-C.

MEASUREMENT: This Item will be measured by the gallon.

5. Contract Award, Term, Contract Amount

Submittal of bid serves as Vendors' acceptance of all terms, conditions and requirements provided by this Invitation. The intended Contract and listed provisions for award of Road Materials is attached and to be signed and provided as part of offerors' bid response. A contract between Liberty County, Texas and the awarded Vendor will be executed by Commissioners' Court approval and signing of selected offerors'(s) bid.

Liberty County reserves the right to award this contract to more than one vendor at the County's discretion.

Contract Term

Following the base term and any allowable extensions, The County may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Entity services.

The County anticipates that the initial duration of any contract resulting from this solicitation shall be for a period of one (1) year, effective November 8, 2023, thru November 7, 2024. The County, at its sole option, may extend any contract awarded pursuant to this solicitation for up to three (3) additional years.

Offeror(s) shall be registered and not debarred in the System for Award Management. SAM.gov will be checked prior to award of the contract. If an offeror is not registered with SAM.gov, or the offeror is debarred, then the offeror may not be awarded a contract.

Contract Amount

Contract(s) awarded from this Invitation to Bid will be funded by allocated funding from Liberty County's American Rescue Plan (ARP Act) program from the U.S. Department of Treasury and Liberty County's Road and Bridge funds. Method of payment by the County will be at the discretion of the Auditor.

6. No Guarantee of Volume, Usage or Compensation

The County makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

7. Governmental Entities

The selected respondent shall be bound to specific terms and conditions found in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards and Title 10, General Government; Subtitle F, State and Local Contracts and Funds Management; Chapter 2252.

8. Other Applicable Conditions

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions. This ITB and subsequent contract will be subject to same ARPA Terms and Conditions the Recipient must comply with and the award bidder understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

- Debarment and Suspension (Executive orders 12549 and 12689) – A contract award must not be made to parties listed on the government wide exclusions list in the System for Award Management (SAM).
- For contracts greater than \$10,000, provisions for termination by the jurisdiction, including the manner by which termination shall be affected and the basis for settlement.

- Access to Records (formerly 24 CFR 85.36 (i)(10))
- Retainage of Records (formerly 24 CFR 85.36(i)(11))

For contracts greater than \$50,000, provisions for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

9. Changes, Amendment or Modification to Solicitation

The Entity reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the Entity and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check the City/County website to ensure full compliance with the requirements of this solicitation.

10. Irregularities

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the Point of Contact listed in this solicitation as soon as possible so corrective addenda may be furnished to prospective Respondents.

11. Informalities

The Entity reserves the right to waive minor informalities in a solicitation response if it is in the best interest of the Entity. A “minor informality” is an omission or error that, in the Entity’s determination if waived or modified when evaluating solicitation responses, would not give a respondent an unfair advantage over other respondents or result in a material change in the solicitation response or solicitation requirements.

12. Sole Point of Contact

All requests, questions, or other communication about this solicitation shall be made in writing to the Entity, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential respondent through matters referenced in this solicitation. Communication via telephone are not binding.

Respondents seeking to contact the Sole Point of Contact should do so via e-mail or telephone in order to receive updated contact information.

Name	Stephanie Keeton
Title	Assistant Purchasing Agent
Phone	(936)232-9624
Email	Stephanie.keeton@co.liberty.tx.us

13. Prohibited Communication

On issuance of this solicitation, except for the written and/or telephone inquiries described in the Sole Point of Contact section above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. **Failure to comply with these requirements may result in disqualification of respondent’s solicitation response.**

14. Questions

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted in writing and sent by U.S. First Class mail or email to the Point of Contact listed in the Solicitation above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a. Identifying Solicitation number, if applicable
- b. Section Number, if applicable
- c. Paragraph Number, if applicable
- d. Page Number
- e. Text of passage being questioned
- f. Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, the County at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

15. Clarifications

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If a respondent fails to properly and timely notify the Point of Contact of such issues, the respondent submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any Entity of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

16. Responses

Responses to questions or other written requests for clarification may be posted on the Entity website. The Entity reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on the Entity website. It is respondent's responsibility to check the Entity website or contact the Point of Contact for updated responses. The Entity also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the Entity's sole discretion.

17. Solicitation Response Submission and Delivery

Solicitation Response shall provide the forms listed below. All forms shall be completed fully, signed if applicable and be submitted in the following order;

1. Contract Page
2. Bid Form
3. Bidder Certification
4. Addenda, if applicable
5. W-9 Form
6. System for Award Management (SAM) Record Search for company name and company principal,

7. Conflict of Interest Questionnaire shall be filed with Liberty County Clerk if applicable,
8. Certification Regarding Lobbying,
9. Disclosure of Lobbying Activities,
10. Form 1295: Vendors shall access the Texas Ethics Commission website and complete Form 1295 "Certificate of Interested Parties" <https://www.ethics.state.tx.us/filinginfo/1295/>. The following information will be needed for proper 1295 form completion:
 - **Name of the Governmental Entity: Liberty County**
 - **Contract ID: #24-05**
 - **Description: Road Materials**
11. HB 89 Form
12. SB 252 Form
13. References

- Respondent shall provide a minimum of five (5) references from similar contracts or projects performed, preferably for state and/or local government, within the last three (3) years. Respondents must verify current contracts.

Solicitation responses must be received at the address indicated below and be time-stamped or otherwise acknowledged by the Entity no later than the date and time specified in the Schedule of Events.

The County will not be held responsible for any solicitation response that is mishandled prior to receipt by the County. The County will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

Delivery: Respondents must deliver solicitation responses by one of the methods below. Solicitation responses submitted by any other method will NOT be considered.

U.S. Postal Service	Overnight/Express Mail or Hand Delivery
Liberty County Purchasing 2099 Sam Houston St., Liberty, TX 77575	Liberty County Purchasing 2099 Sam Houston St., Liberty, TX 77575

NOTE: All solicitation responses become the property of Entity after submission and will not be returned to respondent. It is the respondent's responsibility to appropriately mark and deliver the solicitation response to the Entity by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

18. Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a respondent may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The Entity may request solicitation response Modifications at any time.

19. Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, solicitation responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, in the sole discretion of the Entity.

- a) Respondents shall have adequate financial resources, or the ability to obtain such resources as required; and
- b) Respondents must be financially solvent and adequately capitalized; and
- c) Respondent must be authorized to do business in the State of Texas; and
- d) Respondent must have satisfactory record of performance and record of integrity and ethics; and
- e) Respondent must be otherwise qualified and eligible to receive an award.

Liberty County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed herein.

20. Evaluation Criteria

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement and Chapter 2254 of the Texas Government Code. Liberty county reserves the right to award this contract on the basis of the lowest and best bid in accordance with the laws of the State of Texas, to waive any formality of irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror must first officially notify the Purchasing Agent of intent to contest and may appear before the Commissioners' Court and present evidence concerning Offeror's responsibility.

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If an offeror(s) who has the lowest price is deemed to be non-responsive, Entity will disqualify the offer and evaluate the response of the next lowest priced responsive offeror.

Additionally, in determining the lowest and best bid for FOB Vendor's Plant Price Only, The County may consider the cost and travel distance. The Commissioner's Court may award contracts for the purchase of road material items to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

21. Other Information

The Entity may contact references provided in response to this Solicitation, contact respondent's clients, or solicit information from any available source.

22. Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

23. Litigation and Contract History

Respondents must include in its solicitation response a complete disclosure of any alleged or significant contractual failures. In addition, respondents must disclose any civil or criminal litigation or investigation

pending over the last five (5) years that involves respondent or in which respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify respondents. Solicitation response may be rejected based upon respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

24. Conflicts

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The Entity will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a solicitation response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

25. Liberty County Standard Terms and Conditions

1. **FUNDING:** Funds for payment have been provided through the Liberty County budget approved by Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Liberty County fiscal year shall be subject to budget approval.
2. **AWARD OF CONTRACT:** Liberty County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Liberty County may purchase through the source that provides the lowest and best bid/offer to the County.
 - 21 Liberty County hereby notifies Bidder/Offeror that pursuant to Texas Local Government Code 262.0276 (effective September 1, 2003) Liberty County is prohibited from entering into a contract or other transaction which requires approval by Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited liability corporation or other entity which is indebted to the County. Further, this contract may be terminated and payment withheld if awarded Bidder/Offeror becomes indebted to the County during the term of the Contract.
3. **EQUAL EMPLOYMENT:** All contracts will be awarded by Liberty County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
4. **CONTRACT:** The bid/offer, when properly supplemented by any bonds and/or certificates of insurance as may be required herein, and when accepted by Liberty County, shall constitute a Contract equally binding between the successful bidder and Liberty County. No invoices will be

paid prior to acceptance of Contract by Liberty County. No different or additional terms will become a part of this Contract.

- 5. INTERLOCAL PARTICIPATION:** It is hereby made a precondition on any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Liberty County.

5.1 It is further understood, that any other governmental entity that elects to use a Liberty County semi- annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

- 6. DEFAULT OF OFFEROR:** If a successful contractor, if applicable, defaults by failing to supply bonds and/or certificates of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners Court.

6.1 Offeror, in submitting this bid/offer, agrees that Liberty County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

- 7. ETHICAL CONDUCT:** The offeror shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official or director of Liberty County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

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

- 9. INDEMNIFICATION:** The successful offeror (herein after referred to as Contractor) shall defend, indemnify, and save harmless Liberty County and all its officers, directors, and employees from all suits, actions, and other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing he work; or because of any act of omission, or neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

9.1 Further, Contractor indemnifies and will indemnify and save harmless Liberty County from liability, claim or demand on their part, their directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgement with costs which may be obtained against Liberty County growing out of such injury or damages.

- 92 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
10. **THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
11. **TESTING:** All materials, if applicable, being used in fulfillment of this Contract are subject to inspection or test during their preparation, delivery, or use. At the option of the County Purchasing Agent, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Liberty County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.
12. **WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Liberty County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
13. **TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reason for cancellation, and shall address it to the County Purchasing Agent, 2099 Sam Houston Street, Liberty, Texas 77575. Liberty County reserves the right to award a cancelled Contract to the next lowest and best offeror it deems to be in the best interest of the County.
- 131 Continuing non-performance of the Contractor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for materials that are unsatisfactory. The County may give the Vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- 132 In the event of breach or default of this Contract, Liberty 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.
- 133 In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Liberty County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and

approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

14. **DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Liberty County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Liberty, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
15. **HAZARDOUS SUBSTANCES:** State law requires that, if applicable, shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
16. **PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.
17. **CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
 - 17.1 When or where any direct or indirect damage or injury is done to public or private party by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
18. **DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
19. **WARRANTY:** Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Offeror must provide all warranty terms and conditions in response package.
20. **ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Liberty County.

- 21. COMPLIANCE WITH APPLICABLE LAWS:** Offeror shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, and regulations relating to the provision of the services contracted to be provided by offeror hereunder or which in any manner affect this Contract. The Vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.
- 21.1 GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Liberty County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Liberty County, Texas. All documents are subject to Texas Open Records requirements.
- 21.2 APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Liberty County shall apply.
- 22. DRAWINGS & ATTACHMENTS:** All plans and specifications are hereby attached and made a part of this Contract.
- 23. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, The State of Texas, Liberty County, and/or other federal, State and local agencies which may have jurisdiction over this Contract and/or purchase order, at reasonable times and at its expense reserve the right to audit Contractor's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful offerors expense within two (2) weeks of written request.
- 24. FORCE MAJEURE:** Neither the County nor the successful offeror shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 25. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 26. QUANTITIES:** Liberty County, if applicable, requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be

construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the

year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

26.1 Liberty County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the Contract in the form of an addendum. Additional items shall be priced in accordance with this Contract with appropriate discounts being applied.

- 27. PURCHASE FROM OTHER SOURCES:** Liberty County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or through separate procurement actions due to the unique or special needs of Liberty County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offeror and such action shall not invalidate in whole or in part this Contract or any rights or remedies Liberty County may have hereunder.
- 28. PRICING AND ADJUSTMENTS:** Pricing must remain firm for ninety (90) day increments. This specification provides for a price increase or decrease every (90) days, if needed, based upon changes in costs to the Vendor for furnishing the product. Each price change shall be made known by a letter addressed to Harold Seay, County Purchasing Agent, 2099 Sam Houston Street, Liberty, Tx 77575, stating the price change, reason for the change and the effective date. The Vendor will be required to submit an affidavit substantiating that the increase represents the cost for services or materials and in no way represents an increase of profits, labor, or other overhead. The Vendor must justify its request for an increase by submitting evidence from the suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Conversely, if costs in services or materials decrease, the same amount of decrease shall be immediately passed on to the County. The County may request information to verify pricing throughout the term of the contract. Any product delivered to or picked up by the County at the proposed new price without a properly executed statement is made at the Vendor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the Vendor hereby releases the County from any and all liability whatsoever to pay for delivered materials at the new price prior to the Vendor's notification to the County. All increases will be subject to approval by Commissioners Court.
- 28.1** If the price increases from the amount submitted in response to this request, Liberty County may elect to terminate this contract if the County is able to purchase, from another source on similar terms, product of like grade and quality, and in like amount at a lower price than the increased price and the successful Vendor declines to meet such lower price.
- 29.** In the event of any conflict between the terms and provisions 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, Liberty County's interpretation shall govern.
- 30.** If offeror electronically scans, re-types or in some way reproduces the County's published solicitation package, then in the event of any conflict between the terms and provisions of the County's published solicitation package, and the terms and provisions of the response made by offeror, the County's solicitation package as published shall control.

- 31.** If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.
- 31.1** If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

LIBERTY COUNTY ITB #24-05 BID FORM
ROAD MATERIALS (SS-1, SS-H, CRS-2 & CRS-2 Durapatch Blend)

Pricing will be based on delivery and pick-up during normal business hours (7:00 a.m. to 5:00 p.m., Monday through Friday).

Pricing should not incorporate holiday or weekend delivery or pickup.

The bid price shall be full compensation for all materials, labor, tools, equipment and incidentals necessary to complete the work. No Fuel Surcharge is allowed.

DESCRIPTION		FOB VENDOR PLANT PRICE	For 2,000 - 2,999 gallons Delivered	For 3,000 - 3,999 gallons Delivered	For 4,000 - 4,999 gallons Delivered	For 5,000 or more gallons Delivered
1.0	SS-1 per Gallon	\$	\$	\$	\$	\$
2.0	SS-1H per Gallon	\$	\$	\$	\$	\$
3.0	CRS -2 per Gallon	\$	\$	\$	\$	\$
4.0	CRS -2 Durapatch Blend per Gallon	\$	\$	\$	\$	\$

**LIBERTY COUNTY, TEXAS
BIDDER CERTIFICATION & CHECKLIST**

CERTIFICATION:

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications and the Terms and Conditions.

I understand that Liberty County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any formalities in the best interest of Liberty County.

Select which applies:

_____ I certify that that Form CIQ is not necessary as no such relationship exist with elected/appointed officials which might cause a conflict of interest.

_____ As required, Form CIQ has been provided to Liberty County Clerk's Office and was filed on this date:_____.

LEGAL NAME OF COMPANY AND COMPLETE MAILING ADDRESS

SIGNATURE

DATE

PRINTED NAME

TITLE

CONTACT NAME

TITLE

EMAIL ADDRESS

PHONE NUMBER

BIDDER'S CHECKLIST for BID SUBMITTAL

Review your Bid carefully to ensure that all information is complete and all forms are signed. You cannot alter your Bid after the time set for receiving Bids. **Please submit items in the order as they appear on this checklist.**

- _____ 1) Contract Page, signed and attached
- _____ 2) Bid Form, completed and attached
- _____ 3) Bidder Certification & Checklist Bid Form signed and attached
- _____ 4) If applicable, any addenda signed and dated and attached with bid submittal
- _____ 5) Form 1295/completed and signed and attached
- _____ 6) Current W-9 Form(only if you are not a current vendor for the County)
- _____ 7) If applicable, FORM CIQ has been filed with the Liberty County Clerk's Office
- _____ 8) House Bill 89 Verification Form has been completed and attached
- _____ 9) Senate Bill 252 Verification Form has been completed and attached
- _____ 10) Reference page completed and attached
- _____ 11) The bid is in a sealed envelope and marked as specified in bid instruction

TERM CONTRACT

For

Road Materials

THIS AGREEMENT, entered into the _____ day of _____, by and between Liberty County, Texas, hereinafter called the “County”, acting herein by Jay Knight, Liberty County Judge hereunto duly authorized, and _____ hereinafter called “Vendor” and/or “Contractor”, acting herein by _____.

Vendor Name

Vendors Authorized Signer, Name & Title

WITNESSETH THAT:

It is under the general direction of the American Rescue Plan Act (hereinafter called ARPA) administered by the United States Department of the Treasury (USDT or Treasury); and

WHEREAS Liberty County, Texas desires to engage _____ to render certain services in connection with ARPA Projects.

Vendor Name

NOW THEREFORE, the parties do mutually agree as follows:

County and Vendor/Contractor hereby agree as follows:

1. Scope of Services

The Vendor/Contractor will perform and provided all services set out in the County’s Invitation to Bid #24-05 for Road Materials. Awarded Items: _____

2. Federal (ARPA) and State of Texas Compliance

The Vendor/Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. All applicable local government codes for the State of Texas also apply to this contract.

3. Compensation

The Vendor/Contractor shall be compensated with the per unit pricing submitted on their Bid Form. Payment to the Vendor/Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms of this Agreement.

a. Service Fees and Payments:

The County will compensate Vendor/Contractor for successful completion of each delivery of requested materials, outlined in Invitation to Bid #24-05.

b. Invoicing:

Upon completion of a deliverable (task, item, etc.) and acceptance by the County, Vendor/Contractor will submit an invoice setting forth amounts due to Vendor/Contractor. Each invoice will be accompanied by documentation that the County may reasonably request to support the invoice amount. The County will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the County approves the amount or any portion of the amount, the County will promptly pay to Vendor/Contractor the amount approved so long as Vendor/Contractor is not in default under this Agreement. If the County disapproves any invoice amount, the County will give Vendor/Contractor specific reasons for its disapproval in writing. Vendor/Contractor will submit invoices to the County as follows:

4. Contract Term

The services of the Vendor/Contractor shall commence on November 11, 2022, and expire on November 10, 2023 with option to renew up to three (3) additional years.

5. Licenses, Permits, Taxes, Fees, Laws, and Regulations

- 5.1 Vendor/Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor/Contractor's performance of this Agreement.
- 5.2 Vendor/Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor/Contractor's performance of this Agreement.
- 5.3 Vendor/Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations: and the rules and regulations of the County.

6. Ownership and Use of Work Material

- 6.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Vendor/Contractor or any Vendor/Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by County, are the sole property of County and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 6.2 Vendor/Contractor grants and assigns to Liberty County all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with Liberty County in any steps Liberty County may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 6.3 Vendor/Contractor will deliver all Work Material to Liberty County upon expiration or termination of this Agreement. Liberty County will have the right to use the Work Material for the completion of the Services or otherwise. Liberty County may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than Liberty County on other projects unless expressly authorized by Liberty County in writing.
- 6.4 The Work Material will not be used or published by Vendor/Contractor or any other party unless expressly authorized by Liberty County in writing. Vendor/Contractor will treat all Work Material as confidential.

7. Local Program Liaison

For purposes of this Agreement, the GrantWorks project manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Vendor/Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

8. Maintenance of and Access to Records

The Vendor/Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor/Contractor in order to conduct audits or other investigations. Records shall be maintained by the Vendor/Contractor for a period of five (5) years after all funds have been expended or returned to USDT, whichever is later.

9. Termination

- 9.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- 9.2 County may terminate this Agreement immediately in the event of the filing by or against Vendor/Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Vendor/Contractor becomes insolvent.
- 9.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

- 9.4 Upon termination of this Agreement, Vendor/Contractor will deliver to the appropriate representative of County all Work Material related to the services performed by Vendor/Contractor in the format requested by County together with any keys, identification badges, or equipment owned by County.
- 9.5 County may terminate this Agreement, without cause, upon 30 days written notice to Vendor/Contractor.

10. Indemnification

The Vendor/Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from an against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Vendor/Contractor's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

12. Breach of Contract Claims

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the County and the Vendor/Contractor to attempt to resolve any claim for breach of contract made by Vendor/Contractor that cannot be resolved in the ordinary course of business. the County designee will examine Vendor/Contractor's claim and any counterclaim and negotiate with Vendor/Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by the County nor any other conduct, action, or inaction of any representative of the County relating to this Agreement constitutes or is intended to constitute a waiver of the County's or the state's sovereign immunity to suit; and (ii) the County has not waived its right to seek redress in the courts.

13. Miscellaneous

- 13.1 This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Liberty County, Texas.
- 13.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 13.3 In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 13.4 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 13.5 This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

13.7 Undocumented Workers

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Vendor/Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Vendor/Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, the County may terminate this Agreement in accordance with **Section 9**. Vendor/Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

13.8 Responsibility for Individuals Performing Services; Criminal Background Checks

Each individual who is assigned to perform the Services under this Agreement will be an employee of Vendor/Contractor or an employee of a subcontractor engaged by Vendor/Contractor. Vendor/Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Vendor/Contractor will (1) provide the County with a list ("**List**") of all

individuals who may be assigned to perform the Services, and (2) have an appropriate criminal background screening performed on all the individuals on the List. Vendor/Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Vendor/Contractor will not knowingly assign any individual to provide services who has a history of criminal conduct, including violent or sexual offenses. Vendor/Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

Prior to commencing performance of the Services under this Agreement, Vendor/Contractor will provide the County a letter signed by an authorized representative of Vendor/Contractor certifying compliance with this Section. Vendor/Contractor will provide the County an updated certification letter each time there is a change in the individuals on the List.

13.9 **Certification regarding Boycotting Israel**

If (1) this agreement has a total value in excess of \$100,000.00 and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then pursuant to Chapter 2270, Texas Government Code, Vendor/Contractor certifies (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.10 **Vendor/Contractor Verification regarding Boycotting Energy Companies**

If (1) this agreement has a total value in excess of \$100,000, and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021))*, Vendor/Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

13.11 **Certification regarding Business with Certain Countries and Organizations**

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor/Contractor certifies Vendor/Contractor is no engaged in Business with Iran, Sudan, or a foreign terrorist organization. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.12 **Debarment and Suspension**

The Vendor/Contractor will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13.13 **Vendor/Contractor Certification Relating to Critical Infrastructure**

Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 2116, 87th Texas Legislature, Regular Session (2021))*, Vendor/Contractor certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Vendor/Contractor held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Vendor/Contractor understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Vendor/Contractor's or its parent company's securities are publicly traded or (2) Vendor/Contractor or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Vendor/Contractor acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

14. Other Contract Provisions

Attached are 2 CFR 200.327 Contract provisions. The following list of contract provisions apply to this contract:

- a. Equal Opportunity
- b. Suspension and Debarment
- c. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.

- d. Access to Records. (applies to all purchases)
- e. Patent Rights
- f. Rights to Inventions Made Under a Contract or Agreement.
- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Page 3 of 5
- h. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)
- i. Energy Efficiency
- j. Verification No Boycott Israel
- k. No Foreign Terrorist Organizations
- l. Whistleblowers
- m. Increasing Seat Belt Use in the United States
- n. Reducing Text Messaging While Driving

ENTIRE AGREEMENT:

This contract contains the whole agreement between the County and Offeror in respect to the purchase and sale contemplated hereby, and there are no representations, terms, conditions, or collateral agreements, other than expressly set forth herein and the documents described in paragraph 1 above.

WHEREFORE, premises considered, County hereby executes this agreement on the _____ day of _____, 2024.

LIBERTY COUNTY, TEXAS:

Signed Name (County Judge)

Printed Name

Date

OFFEROR:

Signed Name

Printed Name

Date

Contract Provisions

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

***Language as of September 1, 2022.**

THRESHOLD	PROVISION	CITATION	APPLIES TO
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935; 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

	<p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds[1]</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>

>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II I	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322 - Domestic Preferences for Procurements.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients

None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

	<p>there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms, Conditions, & Records	Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients

ARPA Terms, Conditions, & Records	Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

	<p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ol style="list-style-type: none"> Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. 		
ARPA Terms, Conditions, & Records	Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>Debts Owed the Federal Government.</p> <ol style="list-style-type: none"> Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt. 	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients

ARPA Terms, Conditions, & Records	<p>Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	<p>Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

**Insert System for Award Management (SAM) Record Search
for company name and company principal**

(Supplied by Bidder i.e. Vendor)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

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, 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)

Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change	
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known:			If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> :		
Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>		
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.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

Federal Use Only

**Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)**

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

HOUSE BILL 89 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2271 A governmental entity may not enter into a governmental contract with Companies Boycotting Israel.

Definitions pursuant to Section 2271.001, Texas Government Code:

(1) "Boycott Israel" has the meaning assigned by Section [808.001](#).

a. Sec. 808.001. DEFINITIONS. In this chapter:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" has the meaning assigned by Section [808.001](#), except that the term does not include a sole proprietorship.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(2) "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.

(3) "Governmental entity" has the meaning assigned by Section [2251.001](#).

a. Sec. 2251.001. DEFINITIONS. In this chapter:

(3) "Governmental entity" means a state agency or political subdivision of this state.

I, _____ (printed person's name), the undersigned representative of (Company or Business name) _____

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

SENATE BILL 252 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2252 A governmental entity may not enter into a governmental contract with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

Definitions pursuant to Section 2252.151, Texas Government Code:

(1) "Company" has the meaning assigned by Section 806.001.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(3) "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter [2254](#).

(4) "Governmental entity" has the meaning assigned by Section [2252.001](#).

a. Sec. 2252.001. DEFINITIONS. In this subchapter:

(2) "Governmental entity" means:

(A) the state;

(B) a municipality, county, public school district, or special-purpose district or authority;

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).

I, _____ (printed person's name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252:**

1. Is not engaged in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations; and

2. Will not engage in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations during the term of the contract.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

REFERENCES

Liberty County request offerors to provide five (5) references in which your business has provided the same or similar services requested for this project.

If you or your company has provided services for Liberty County *PREVIOUSLY*, indicate in a reference section below the Department Name and Contact information you worked with.

Business Name:_____Business Phone Number:_____

Contact Name:_____Contact's Direct Number:_____

Contact's E-mail Address:_____

Business Name:_____Business Phone Number:_____

Contact Name:_____Contact's Direct Number:_____

Contact's E-mail Address:_____

Business Name:_____Business Phone Number:_____

Contact Name:_____Contact's Direct Number:_____

Contact's E-mail Address:_____

Business Name:_____Business Phone Number:_____

Contact Name:_____Contact's Direct Number:_____

Contact's E-mail Address:_____

Business Name:_____Business Phone Number:_____

Contact Name:_____Contact's Direct Number:_____

Contact's E-mail Address:_____

Business Name:_____Business Phone Number:_____

Contact Name:_____Contact's Direct Number:_____

Contact's E-mail Address:_____

Vendor Name