

SPECIFICATION DOWNLOAD ACKNOWLEDGEMENT

Complete this form upon download and return it via email to: stephanie.keeton@co.liberty.tx.us

These documents have been made available electronically for convenience. By downloading these specifications, you have agreed to monitor Liberty County Purchasing's Website for addenda pertaining to this solicitation.

Asphalt Overlay Request for Proposals(RFP #26-07)

_____	_____
Date	Legal Name of Company

Mailing Address	

Physical Address	

Contact Name for this Solicitation	Title
_____	_____
Email Address	Phone Number

SUBMISSION OF THIS FORM DOES NOT GUARANTEE ADDENDA NOTIFICATION

It is the responsibility of the interested offeror to monitor the Liberty County Purchasing website for the most current information and addenda.

Failure to submit this form shall not relieve an Offeror from the responsibility of complying with all requirements of the solicitation, including any addenda issued.



REQUEST FOR PROPOSAL #26-07

June 18, 2026

Asphalt Overlay

You are invited to submit a proposal, in accordance with the requirements of this solicitation as attached, the County's Request for Proposal ("RFP") for Asphalt Overlay for use by various Liberty County Road and Bridge Precincts.

Proposals will be accepted until 10:00 a.m. July 9, 2026, at 400 Main Street, Suite 100, Liberty, Texas 77575 in the Purchasing Department. The names of the respondents will be read aloud publicly immediately after the submittal deadline.

Proposals must be delivered to the County Purchasing Agent by the time and date specified. It is the responsibility of the offeror to ensure that the RFP is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting provider.

It shall be the offeror's responsibility to make inquiry as to change or addenda issued, and to monitor the website. Vendors are responsible for monitoring the Purchasing Departments' website at www.co.liberty.tx.us/purchasing for addenda. No addenda will be issued three (3) days prior to opening date.

Proposal submittal serves as Vendors' acceptance of all terms, conditions and requirements provided by this request. Upon acceptance and approval by the Commissioners' Court, this proposal and its contents, become part of the contract between Liberty County and the awarded vendor. Liberty County will award the proposals as promptly as possible consistent with the time required for a thorough analysis of the proposals submitted.

Liberty County 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 proposals.

Regards,

A handwritten signature in cursive script, appearing to read "Stephanie Keeton", written in black ink.

Stephanie Keeton
Assistant Purchasing Agent

Request for Proposals (RFP) #26-07 Asphalt overlay

Liberty County is seeking proposals for Asphalt Overlay to be utilized by various Liberty County Road and Bridge Precincts. All companies providing Asphalt Overlay Services are invited to submit a proposal. The successful Offeror, herein after called (Contractor), must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP. The following are the required elements of this request for proposal. Information regarding this request for proposal can be provided by contacting the person listed as the Sole Point of Contact.

PURPOSE

Liberty County, herein “the County”, seeks to establish a firm, fixed- price term contract for Asphalt Overlay, with qualified Individuals, Firms or Corporations, herein after “Respondent(s)”. The primary purpose is to create at-the-ready resources, at established prices to be utilized as needed.

Contract

Submittal of Proposal in response to this request serves as Respondents’ acceptance of all terms, conditions and requirements. The Contract for award of Asphalt Overlay is attached as Attachment A. If applicable, a contract between Liberty County, Texas and the selected Respondent(s) will be executed by Commissioners’ Court approval and signing.

Contract Term

The County anticipates contract(s) to begin in July 2026, for a period of one (1) year, with the option to renew upon mutual agreement between the County and the awarded vendor for three (3) additional one (1) year periods.

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.

SCOPE OF SERVICE (Specifications) – Attached as Exhibit A

SCHEDULE OF EVENTS

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

Advertisements of RFP	June 18, 2026, and June 25, 2026
Deadline for submission of RFP clarifications	June 26, 2026, at 5:00 PM
If applicable, Issuance of Responses to RFP clarifications	July 1, 2026
Deadline for submission of proposals	July 9, 2026, at 10:00 AM
Evaluation of Proposals	July 13, 2026, through July 17, 2026
Anticipated date of Award	July 28, 2026
Anticipated start Date of Contract	To be determined
Contract Kick-Off Meeting with Awarded Respondent	To be determined

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 County.

Respondents must:

- have recently been in business for a minimum of five (5) years
- be financially solvent and adequately capitalized; and
- be authorized to do business in the State of Texas

GENERAL TERMS AND CONDITIONS

1. Liberty County reserves the right to reject any or all offers/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.
2. Liberty County hereby notifies Offeror/Offeror that pursuant to Texas Local Government Code 262.0276 (effective September 1, 2003) Liberty County is prohibited from entering 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 Offeror/Offeror becomes indebted to the County during the term of the Contract.
3. All contracts will be awarded by Liberty County without consideration as to race, religion, sex, national origin or disability of offeror. Contractors are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
4. The 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 contractor 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. If a contractor, if applicable, defaults by failing to supply bonds and/or certificates of insurance within the ten (10) day period allotted, the award shall pass to the next lowest offeror upon the approval of Commissioners Court.
6. Offeror, in submitting this bid/offer, agrees that Liberty County shall not be liable to prosecution for damages if the County declares the offeror in default.
7. The offeror shall not offer or accept gifts or anything of value, nor 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. 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 based on this statement.
9. The 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 the 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 contract.
10. 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. The contractor shall pay any judgement with costs which may be obtained against Liberty County growing out of such injury or damages.

11. 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.
12. 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 term's ort provisions of the Contract.
13. 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 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 follow governing specifications because of testing by the County.
14. 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.
15. The 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.
16. 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.
17. 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.
18. 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.
19. 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 has been completed and accepted.
20. 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.
21. 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.
22. The 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. The 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.
 23. Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Liberty County.
 24. 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 always shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.
 25. 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.
 26. All applicable laws and regulations of the State of Texas and ordinances and regulations of Liberty County shall apply.
 27. 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 contractors' expense within two (2) weeks of written request.
 28. Neither the County nor the contractor 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.
 29. 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.
 30. 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.
 31. 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.

32. 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.
33. 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.
34. If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.
35. If applicable, in the event an awarded party or their subcontractor(s) becomes debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.
36. 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.

OVERVIEW

Liberty County is a county in the U.S. state of Texas. As of the 2020 census, its population was 91,628.^[1] The county seat is Liberty. Liberty County is included in the Houston-The Woodlands-Sugar Land, TX metropolitan statistical area.

According to the U.S. Census Bureau, the county has a total area of 1,176 sq mi (3,050 km²), of which 18 sq mi (47 km²) (1.5%) are covered by water.^[7]

Adjacent counties

Polk County (north)
Hardin County (east)
Jefferson County (southeast)
Chambers County (south)
Harris County (southwest)
Montgomery County (west)
San Jacinto County (northwest)

National protected areas

Big Thicket National Preserve (part)
Trinity River National Wildlife Refuge

Unincorporated communities

Colony Ridge
Dolen
Eastgate
Hightower
Hoop and Holler

Cities

Ames
Cleveland
Daisetta
Dayton
Dayton Lakes
Devers
Hardin
Liberty (county seat)
Mont Belvieu (mostly in Chambers County)
Nome
North Cleveland
Old River-Winfree (mostly in Chambers County)
Plum Grove

Macedonia
Moss Bluff
Moss Hill
Rayburn
Raywood
Romayor
Rye
Stilson
Tarkington Prairie

Census-designated place

Big Thicket Lake Estates (partly in Polk County)
Hull

Town

Kenefick

ADDITIONAL REQUIREMENTS IF AWARDED

1. Insurance

- a) The awarded vendor shall provide 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.

The contractor shall maintain at a minimum, 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

- b) 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.
- c) All policies shall provide that coverage shall not be cancelled without thirty (30) days prior notice to the Certificate Holder.
- d) **Liberty County Purchasing, 400 Main Street, Suite 100, Liberty, Texas, 77575 shall be listed as a Certificate Holder.**
- e) Insurance Renewals and Notice of Cancellations may also be sent electronically to purchasing@co.liberty.tx.us.
- f) Insurance certificates do not need to be submitted to Liberty County until the contract is awarded.

2. Bonding

Any required bonds will be provided at the Offeror's expense and should be included in your proposed price. For projects requiring bonds, If applicable, the bonds must be received by the Purchasing Department within ten (10) days of issuance of the Purchase Order for the project. Work may not commence until a notice to proceed is issued by the County.

1) Bid Bond

No bid bond is required. Do not submit a Bid Bond with your offer.

2) Performance Bond

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021 of the Texas Government Code, if the amount of the contract awarded to the contractor exceeds \$100,000.00, the contractor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Liberty County and is conditioned on the faithful performance of the work in accordance with the plans and contract documents.

3) Payment Bond

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the contractor exceeds \$25,000.00, the contractor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material.

INSTRUCTIONS TO OFFERORS

Prohibited Communication

On issuance of this solicitation, except for the written and/or telephone inquiries described in the Sole Point of Contact listed below, the County, 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.**

Sole Point of Contact

All requests, questions, or other communication about this solicitation shall be made in writing to the County, 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 is not binding.

Name	Stephanie Keeton
Title	Assistant Purchasing Agent, Liberty County
Phone	(936)253-8045
Email	Stephanie.Keeton@co.liberty.tx.us

Questions

The County will allow written questions and requests for clarification of this solicitation until June 26, 2026. 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.

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.

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 County of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

Responses to questions or other written requests for clarification may be posted on the County website. The County reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on the County website. It is respondent's responsibility to check the County website or contact the Point of Contact for updated responses. The County 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 County's sole discretion.

Changes, Amendment or Modification to Solicitation

The County 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 County and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check the County website to ensure full compliance with the requirements of this solicitation.

Solicitation Response Submission and Delivery

Offerors shall submit six sets (*1 original and 5 copies*) and one (1) **electronic copy** of the proposal. The original shall be clearly marked “ORIGINAL” and contain all original signatures.

Proposals must be sealed and clearly marked with the name of offeror, RFP #26-07 and received the below address and be time-stamped or otherwise acknowledged by the County by **July 9, 2026, no later than 10:00 a.m.**

Liberty County Purchasing
400 Main Street, Suite 100
Liberty, Texas 77575

Respondents must deliver solicitation responses by U.S. Postal Service, Overnight/Express Mail or Hand Delivery. Solicitation responses submitted by any other method will NOT be considered.

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.

NOTE: The County Observes the below holidays over the next months, County Offices will be closed.

June 19th, 2026 -Juneteenth

July 3rd, 2026 -Independence Day

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 County may request solicitation response Modifications at any time.

Conflicts

Utilizing forms in Attachment C, 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 County 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.

The following information will be needed for proper 1295 form completion:

- Name of the Governmental Entity: Liberty County
- Contract ID: #26-07
- Description: Asphalt Overlay

Proposal Format and Requirements

To achieve a uniform review process, and to obtain a maximum degree of comparability, it is required that proposals be organized in the following manner with tabs separating each section:

1) **Vendor Profile**

The Respondent should complete the Vendor Profile Page found in Attachment B - Vendor Form to be provided as the first page of their proposal.

2) **Executive Summary Company Narrative and Information** (submit as TAB 1)

Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

3) **Omissions and/or Additions to the Scope of Work** (submit as TAB 2)

The respondent shall carefully examine the Scope of Work provided as Exhibit A. In this section of the proposal presented to the County, the respondent shall suggest removal and/or additions if any, to the scope of work provided by the County.

The respondent shall list, if applicable, changes proposed in the order it is written in Exhibit A, by copying the information provided by the county, and then explain directly beneath the item, what should be considered instead and a brief explanation of why the suggestion. Please highlight the proposed suggestion to be easily distinguished.

4) **Pricing** (submit as TAB 3)

Respondent shall complete the Price Proposal Form attached as Exhibit B and shall provide pricing information relative to providing the services outlined herein.

- a) Any categories not referenced shall be referenced on the other space provided.
- b) The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.
- c) The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees including but not limited to disposal, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).
- d) Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening.
- e) **This form must be utilized and complete, do not submit any pricing or explanation of profit on any other forms or additional pages.**

➤ **Required Forms** (submit as TAB 4)

In the following order, provide the completed forms attached as Attachment C.

1. Addenda, if applicable
2. W-9 Form
3. Conflict of Interest Questionnaire shall be filed with Liberty County Clerk, if applicable.
5. Form 1295: Vendors shall access the Texas Ethics Commission website and complete
6. HB 89 Form
7. SB 252 Form

➤ **Contract** (submit as TAB 5)

Offerors shall complete and sign the contract, Attachment A, if no revisions are required to the Exhibit's submitted by the contractor with this proposal, after clarifications and/or negotiations, the selected vendor's signed contract will be presented to Commissioners' Court for execution upon approval.

➤ **Litigation and Contract History** (submit as TAB 6)

Respondents must include in their 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.

EVALUATION

All Proposals received by the designated date and time will be evaluated based on the Respondent’s Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

1. Initial Compliance Screening

The County 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.

Respondents’ Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent’s ability to perform “without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information.”

2. Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee that will utilize the weighted evaluation criteria listed below to rank offerors. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge, or experience with the services and/or goods being procured hereunder. Respondents meeting all requirements and deemed most qualified may receive further evaluation via a virtual meeting with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Responses will be evaluated based upon the criteria outlined in this document and scored accordingly. The respondent whose submission is determined to be the most advantageous to Liberty County, taking into consideration the evaluation factors set forth, shall be selected. Liberty County may waive informalities and minor irregularities on responses received.

If no vendor adequately meets the requirements, specifications, pricing, or any other standards as defined herein, Liberty County reserves the right to reject any or all responses or parts thereof. This RFP does not commit Liberty County to award any contract or to pay any costs incurred in the preparation of responses. Liberty County reserves the right to accept or reject, in whole or in part, all responses submitted and/or to cancel this RFP.

3. Evaluation Criteria

Proposals will be evaluated utilizing the factors, as weighted below:

- a) Experience and demonstrated understanding of the needs presented by the proposal 25%
- b) Capacity of offeror based on past projects 35%
- c) (Cost) Reasonability of fees as compared to other offerors 35%
- d) Overall Completeness of Proposal Packet 5%

4. Additional Evaluation Criteria

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

5. Competitive Range and Best and Final Offer

The County may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If the County elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The County, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range. The County reserves the right to negotiate with any and all service providers submitting timely RFPs.

6. Informalities

The County reserves the right to waive minor informalities in a solicitation response if it is in the best interest of the County. A “minor informality” is an omission or error that, in the County’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.

7. 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.

Respondents must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this solicitation and to produce the specified services on time.

The County, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

TERM CONTRACT
For
ASPHALT OVERLY

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:

Liberty County, Texas desires to engage _____ to render certain services as set out in the County’s Request for Proposal #26-07 Asphalt Overlay and the response submitted by the Vendor. NOW THEREFORE, the parties do mutually agree as follows:

Vendor Name

1. Scope of Services, as attached Exhibit A.

2. Compensation

The Vendor/Contractor shall be compensated with the per unit pricing submitted on their Bid Form, attached as Exhibit B.

a. Service Fees and Payments:

Payment to the Vendor/Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms of this Agreement. Payment Terms are Net 30 after receipt of product(s), material(s), service(s) or invoices(s), whichever is later.

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: _____

3. Federal 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.

4. Contract Term

The contract between the County and Vendor/Contractor shall commence on _____, 2026, and be in full effect until _____, with the option to renew with negotiated pricing, if applicable, upon mutual agreement between the County and the Vendor/Contractor for three (3) additional one (1) year periods. If applicable, contract renewals will be added as addenda to this agreement. 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.

5. Addenda

This Agreement may be amended by mutual agreement of the parties hereto by a written addenda to be attached and incorporated into this Agreement.

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

- a. 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.
- b. 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.
- c. 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.
- d. Vendor/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.

7. Ownership and Use of Work Material

- a. 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.
- b. 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.
- c. 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 Ownership and Use of Work Material 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.
- d. 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.

8. Local Program Liaison

For purposes of this Agreement, Liberty County Purchasing or designee 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.

9. Maintenance of and Access to Records

- a. 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.
- b. 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.

- c. 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.

10. Termination

- a. 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.
- b. 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.
- c. The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- d. 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.
- e. County may terminate this Agreement, without cause, upon 30 days written notice to Vendor/Contractor.
- f. 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 follow governing specifications because of testing by the County.
- g. The 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.
- h. 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.
- i. 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.
- j. 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.

11. Indemnification

- a. 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 and 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.

- b. 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. The contractor shall pay any judgement with costs which may be obtained against Liberty County growing out of such injury or damages.

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. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. If applicable, in the event an awarded party or their subcontractor(s) becomes debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

19. 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.

20. Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of the Agreement during any of the County's future fiscal years unless and until the County's Commissioners Court appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

21. General Terms and Conditions

a. This Agreement 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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 term's or provisions of the Contract.
- f. 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.
- g. Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Liberty County.
- h. 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.
- i. 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.
- j. 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 has been completed and accepted.
- k. 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.
- l. 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.

- m. 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.
- n. A Prime and Alternate Vendor may be awarded the contract for services/items requested herein. In which, the lowest and most responsible bidder will be given the Prime Award and an Alternate Award may be designated to the vendor whose bid provides the County with the next lowest cost and or offers a more appropriate product or service. Departments will be allowed to request service from the Alternate Awarded vendor if the Prime Awarded vendor is not available to provide service or items when required, or if the Prime Awarded vendor has not performed or provided service or items acceptable to the department.

22. Prevailing Wage Requirements

This Contract is subject to the requirements of Texas Government Code Chapter 2258, Prevailing Wage Rates, as amended. The Contractor and all subcontractors shall comply with all applicable provisions regarding the payment of prevailing wages to workers employed on public works projects. Public works projects include, but are not limited to, roadway construction, roadway rehabilitation, asphalt overlay, excavation, base repair, paving, and related improvements funded in whole or in part with public funds.

a. Payment of Prevailing Wages

The Contractor and all subcontractors shall pay not less than the prevailing wage rates established by Liberty County for each craft, classification, or type of worker employed in the execution of the Contract. Prevailing wage rates shall be incorporated into the Contract documents and shall apply throughout the duration of the work.

b. Wage Determination

The prevailing wage schedule adopted by Liberty County and attached to the solicitation and resulting Contract shall govern. In the event that federal funding is utilized on a project and federal wage requirements exceed the County's wage rates, the higher applicable wage rate shall apply for the affected work.

c. Certified Payroll Records

The Contractor and each subcontractor shall maintain complete and accurate payroll records for all workers employed on the project. Records shall include, at a minimum:

- a. Employee name;
- b. Work classification;
- c. Hours worked each day and week;
- d. Rate of pay, including fringe benefits if applicable;
- e. Gross wages earned;
- f. Deductions made; and
- g. Net wages paid.

Such records shall be retained for a minimum period of three (3) years following final completion of The Contract and shall be made available to Liberty County upon request.

d. Subcontractors

The Contractor shall be responsible for ensuring compliance with prevailing wage requirements by all subcontractors of every tier. The Contractor shall include these prevailing wage requirements in all subcontracts related to the work.

e. County Right to Audit and Investigate

Liberty County reserves the right to review payroll records, interview employees, conduct compliance audits, and investigate complaints regarding wage payments. The Contractor shall cooperate fully with any County investigation or audit concerning prevailing wage compliance.

f. Withholding of Funds

Liberty County may withhold contract payments when there is reason to believe that prevailing wage requirements have not been satisfied. Payments may be withheld until the Contractor demonstrates compliance and any underpayments have been corrected.

g. Violations and Penalties

Failure to comply with prevailing wage requirements shall constitute a material breach of contract. In addition to any remedies provided by law, Liberty County may withhold payments, require restitution to affected workers, assess statutory penalties, terminate the Contract for default, and pursue any other remedies available under Texas law. Texas Government Code Chapter 2258 provides for penalties when workers are paid less than the prevailing wage required by the Contract.

h. No Separate Payment

Compliance with prevailing wage requirements shall be considered incidental to the work and no separate payment shall be made for labor compliance, payroll preparation, recordkeeping, reporting, or administration associated with prevailing wage requirements.

Liberty County Commissioners Court on _____, has adopted the attached prevailing wage schedule, Exhibit C, is hereby adopted and incorporated into RFP #26-07 and any resulting contract. Contractors and subcontractors shall pay not less than the rates contained herein for all applicable classifications of labor.

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 _____, 2026.

LIBERTY COUNTY, TEXAS:

OFFEROR:

(County Judge)

Signed Name

Printed Name

Printed Name & Title

Date

Date

SCOPE OF WORK

The Contractor shall provide asphalt overlay for roads within Liberty County including related management, and accounting services, on an as needed basis. The exact locations will be designated as needed. This scope of work (“SOW”) establishes the minimum requirements for these services. The Contractor shall provide services and reports as described herein.

The Contractor shall be responsible for providing materials and services in accordance with “Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges,” dated **September 2024**, unless otherwise noted.

All work shall follow the Occupational Safety and Health Administration’s (“OSHA”), and Environmental Protective Agency’s (“EPA”), and Texas Commission on Environmental Quality’s (TCEQ) requirements to maintain a safe and healthy working environment. The County has the right to increase or decrease the Contractor’s assignment and/or areas of operations within the scope of this contract.

The following General Statement of Work is envisioned for the project and should be considered when responding to the RFP. Nothing in this description shall be construed to limit the potential scope of work to this description or to require that this description be included in the final scope of work for the project.

1. ASPHALT OVERLAY SERVICES

- 1.1 Provide 2” surface course mixture Type D using PG 64-22 binder (overlay).
- 1.2 Provide 1” level-up course mixture type F using PG 64-22 binder 64-22 (leveling).
- 1.3 Furnish SS-1 tack coat. The use of a trackless tack will also be accepted.
- 1.4 Tack coat shall be placed by manufacturer’s specification and guidelines.
- 1.5 RAS is not allowed on this project.
- 1.6 Clean and sweep the roadway surface prior to the placement of tack coat.
- 1.7 Tack coat shall be placed on existing pavement prior to level-up. Additionally, tack coat shall be placed in between HMA pavement lifts.
- 1.8 Apply a uniform tack coat at a rate of 0.08 to 0.12 gal/sy. Application rate will vary based on the condition of the pavement receiving the tack coat. Tack coat will not be paid for directly but shall be considered subsidiary to various bid items of the contract. Allow adequate time for emulsion to break completely before placing any material.
- 1.9 Cross slope of the pavement section shall be ¼” per foot from the center to edge of pavement.
- 1.10 Provide a smooth transition to intersecting streets. Consider this work to be subsidiary to various bid items of the contract.
- 1.11 Contractor shall provide adequate traffic control during the application of HMA. Traffic control and flagging shall be considered subsidiary to various bid items of the contract.
- 1.12 The contractor shall provide all necessary labor, equipment and materials for performing defined services.
- 1.13 The Contractor shall repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of 12 months from the date of final acceptance by Liberty County.

1.14 Technical Specifications**1.14.1 Item 341 – Dense-Graded Hot-Mix Asphalt**

1. Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Furnish the type and grade of performance-graded (PG) asphalt as specified. Produce, haul, place, and compact the specified paving mixture.
 2. The mix shall be designed for and compacted to between 92% and 97% of the maximum theoretical density measured by ASTM D2041.
 3. Siliceous granite or gravel, iron ore or lightweight material will not be used on this project. The use of RAS is not permitted.
 4. All asphalt courses shall be placed with an approved spreading and finishing machine equipped with an automatic screed control in accordance with TXDOT Item 341 and related items.
- 1.14.2 Trucks hauling bituminous mixtures shall have tight, clean and smooth metal beds to prevent the mixture from adhering to them. The beds shall be lightly coated with a minimum amount of paraffin oil and lime solution. Under no circumstances shall the use of diesel fuel be permitted for this purpose. Each truck shall have a suitable cover to protect the mixture from adverse weather. Any mixture arriving at the paver with a temperature of less than SPECIFIED will be rejected.
- 1.14.3 The formation of joints (particularly centerline joints) shall be made in such a manner as to ensure a continuous bond between old and new sections of the course. All joints shall present the same texture, density, and smoothness as the other sections of the asphalt concrete pavement. Transverse and longitudinal joints shall have a straight vertical face and shall be given a tack coat before placement of any fresh mixture against the joint.
- 1.14.4 Clean the surface before placing the tack coat. The application rate shall be applied between 0.08 and 0.12 gallons of residual asphalt per square yard of surface area. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Allow the tack coat enough time to break and set before applying the next layer of HMA.
- 1.14.5 Distributor vehicle shall provide a “double-lap” coverage such that every portion of the pavement receives spray from exactly two nozzles. Nozzle spray patterns should be identical to one another along a distributor spray bar. Spray bar height should remain constant. Pressure within the distributor must be capable of forcing the tack coat material out the spray nozzles at a constant rate. Temperature within the distributor should be maintained between 75°F and 130°F.
- 1.14.6 Do not allow traffic on the tack coat. If the tack coat surface must be opened to traffic, the surface should be covered with sand to provide friction and prevent pick-up. The rate for applying the sand cover shall be 4 to 8 lb/sy.

2. ROADWAY REHABILITATION, PAVING & SURFACE TREATMENTS

Rehabilitate and overlay existing asphalt roads within LIBERTY County on an as needed basis. Rehabilitation includes planning asphalt pavement, removing failed base material, replacing and compacting with suitable base material, applying a prime coat and surfacing with an asphalt riding surface. This contract includes placement of Type D hot-mix asphalt and permeable friction course pavements. This contract also includes temporary work zone markings and traffic control during the course of work.

- 2.1 **Item 247: Flexible Base** Contractor shall supply all labor, equipment and materials necessary to install flexible base material. Flexible base material will be crushed concrete or crushed stone, as determined by the County.

This item will be requested on an as-needed basis and shall not be less than 500 cubic yards per request. Material will be measured and paid by the cubic yard of material, complete in place.

- 2.2 **Item 260: Lime** Lime may be supplied as hydrated lime or quicklime in slurry or dry form. The application rate will be determined in the field by the County. Lime will be measured and paid by the ton (dry weight) as indicated in TxDOT Item 260.

- 2.3 **Item 265: Lime-Fly Ash Treatment (Road Mixed)** Contractor shall supply all labor and equipment necessary to treat subgrade with lime-fly ash. This item will only be used when determined necessary by the County. Lime and fly ash material will be paid for under separate bid items. Lime and fly ash amounts will be determined by the County prior to construction.

- 2.4 **Item 275: Cement Treatment (Road-Mixed)** Contractor shall supply all labor and equipment necessary to mix and compact cement, water and subgrade or base, complete in place. Cement and base materials will be paid for under separate bid items. Contractor will be paid for all other incidental materials under this bid item. This item will be used on an as-needed basis. Cement treatment will be measured by the square yard of surface area.

- 2.5 **Cement** Contractor shall supply cement as directed by the County. Cement will be paid for by the ton (dry weight).

- 2.6 **Item 292: Asphalt Treatment (Black Base)** Contractor shall supply all labor, equipment and materials necessary to install black base material. This item will be requested on an as-needed basis and shall not be less than 500 tons per request. Material will be measured and paid for by the ton of composite hot mix.

- 2.7 **Item 310: Prime Coat** Contractor shall supply all labor, equipment and materials to apply a prime coat (MC-30). Prime coat shall be applied at a rate of 0.3 gallons per square yard unless indicated differently in the field by the County. Prime coat will be measured and paid for by the gallon of asphalt used.

- 2.8 **Item 340: Dense-Graded Hot-Mix Asphalt (Method)** Contractor shall supply all labor, equipment and materials to place hot-mix asphalt concrete. Hot-mix asphalt shall be measured and paid by the ton of mix complete in place.

Using existing material onsite, finish grading shall include placement of shoulder material that coincides with the equivalent elevation as the final paving edge and continuing on a slope of 1/4 inches per linear foot unless otherwise determined by the County. Labor and equipment for shouldering up will be considered incidental to the asphalt bid item and will not be paid for separately.

The approved method of placement of hot-mix asphaltic concrete pavement shall be one lane in width or as directed by the County Engineer.

The County will, at its discretion, test the asphalt pavement to ensure compliance with material and construction specifications. The County will be responsible for the costs associated with these tests.

Contractor shall provide adequate traffic control during the application of hot-mix asphalt concrete. Traffic control and flagging shall be considered incidental to the hot-mix bid item and will not be paid for separately.

2.9 **Item 342: Permeable Friction Course** Contractor shall supply all labor, equipment and materials to place permeable friction course (PFC) asphalt pavement. PFC will be measured and paid for in tons of composite PFC placed. The composite PFC is defined as the asphalt, aggregate, and additives.

The PFC mix shall comply with the PG-76 Mixture design as indicated in TxDOT item 342, Table 4 (shown below).

Table 4: Master Gradation Band (% Passing by Weight or Volume) and Binder Content

Sieve Size	PG76 Mixtures-Coarse (PFC-C)
¾"	100.0
½"	80.0 – 100.0
3/8"	35.0 – 60.0
#4	1.0 – 20.0
#8	1.0 – 10.0
#200	1.0 – 4.0
Bmder Content, %	
	6.0 – 7.0

The County, at its discretion, will test the asphalt pavement to ensure compliance with material and construction specifications. The County will be responsible for the costs associated with these tests.

The Contractor is responsible for shouldering up unsafe areas created as a result of the PFC overlay. Labor and equipment for shouldering up will be considered incidental to the PFC bid item and will not be paid for separately.

Contractor shall provide adequate traffic control during the application of PFC. Traffic control and flagging shall be considered incidental to the hot-mix bid item and will not be paid for separately.

2.10 **Item 351: Flexible Base Repair** Contractor shall supply labor and equipment to repair flexible base, as directed by the County. Flexible base repair will be measured and paid by the square yard.

2.11 **Item 354: Plane Asphalt Concrete** Contractor shall plane asphalt to the specified depth. Planing asphalt will be paid for by the square yard.

Reclaimed asphalt pavement (RAP) will become property of the County unless determined otherwise by the County Engineer. Contractor shall take ownership of objectionable reclaimed material and is responsible for its disposal. Bid price includes hauling RAP material to County locations within 10 miles of the job site and/or disposing of objectionable material.

2.12 **Item 662: Work Zone Pavement Markings (Short Term)** Contractor shall supply labor, equipment, and materials necessary to install short term pavement markings. Markings to be used as needed at the discretion of the County. Removal of short term markings will be completed by others and is not included in this contract.

2.13 **Traffic Control** Work shall not be commenced by the Contractor before sunrise and shall be so conducted that all machines are off by sunset.

The road shall remain open to traffic at all times.

Uneven lane signs (W8-11) shall be used during resurfacing operations which create difference in elevation between adjacent lanes greater than one inch. The uneven lane signs (W8-11) shall be erected at each end of the affected area and repeated at intervals of ½ mile. These signs shall be mounted on temporary supports a minimum of three foot above the pavement edge. They shall remain in place until the uneven lane condition no longer exists.

All TXDOT on barricades and construction standards and the "Texas Manual on Uniform Traffic Control Devices" for streets and highways, required by the plans, or as directed by the Engineer, to regulate, warn or guide traffic will be furnished, placed, and maintained by the Contractor at no additional cost to the County. Special signs not shown in the barricades and construction sign standards may be furnished by the County. However, it will be the responsibility of the Contractor to maintain the signs in their proper position to the satisfaction of the Engineer.

The Contractor shall be responsible for the day to day maintenance of barricades and warning signs; extra barricades and warning signs shall be available for immediate replacement of barricades and warning signs that are damaged or destroyed.

Flagmen shall be equipped with two-way radios for use during one-lane closure.

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. He shall have due regard to the locations of lane closures and to the provisions for handling traffic.

The Contractor shall be responsible for all traffic control devices to insure safe and proper movement of traffic throughout the construction areas. Traffic control shall be incidental to the various bid items and will not be paid for separately.

BASIS OF ESTIMATE

ITEM	DESCRIPTION	LIMITS AND RATE	UNIT
310	PRIME COAT (MC-30)	0.3 gal/sq. yd.	GAL
340	D-GR HMAC (METHOD) TYD, SAC-B, PG64-22 • AGGREGATE	110 lbs/sq.yd.-inch 94 % by weight 6% by weight	TON
342	PERMEABLE FRICTION COURSE (PG-76 MIX) • AGGREGATE • ASPHALT	95 lbs/sq.yd.-inch 94 % by weight 6% by weight	TON

3. GENERAL SPECIFICATIONS

- 3.1 IDENTIFICATION: The Contractor’s field personnel shall be identifiable with safety vests, vehicle placards, company logo clothing, and other visible indicators.
- 3.2 EQUIPMENT AND MATERIALS: The Contractor shall be solely responsible for obtaining and providing all materials, equipment, supplies, labor, and other services required to provide the services described herein, including but not limited to data storage and all required reporting.
 - 3.2.1 Trucks hauling bituminous mixtures shall have tight, clean and smooth metal beds to prevent the mixture from adhering to them. The beds shall be lightly coated with a

minimum amount of paraffin oil and lime solution. Under no circumstances shall the use of diesel fuel be permitted for this purpose. Each truck shall have a suitable cover to protect the mixture from adverse weather.

3.3 OMISSIONS: It is the intention of this solicitation to acquire the services described herein. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor's proposal sheet.

3.4 REPORTING & CERTIFICATIONS

Certifications, Licenses & Permits

3.4.1 The Contractor shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.

3.4.2 The Contractor and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state, and local laws, and Williamson County. The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits, and other governmental approvals or authorizations required by all applicable environmental or safety laws. The County may, at any time, terminate this contract with cause based on the Contractor's or any subcontractor's noncompliance with applicable environmental or safety laws. The Contractor shall be solely responsible for its compliance and its subcontractors' compliance.

3.5 INSPECTION FREQUENCY

Inspection for Liberty County asphalt roadway construction shall occur whenever work is in progress. An inspector is expected to be present during all phases of asphalt operations including surface preparation, tack coat application, material delivery, paving, and compaction.

Testing frequencies are based on project size and engineering judgment; Liberty County specifications do not define strict tonnage-based requirements for smaller projects. The following typical frequencies should be used as a minimum guideline:

Mix Sample Testing: At least once per day or when there is a change in mix design, plant source, or materials.

Density Testing: A minimum of one to two tests per day per roadway segment, with additional testing required if results fall outside acceptable limits.

Temperature Monitoring: Each truckload must be checked. Any load below 275 degrees Fahrenheit shall be rejected.

Tack Coat Verification: Verified at start of operations and monitored continuously through visual inspection.

Thickness Verification: Spot checks performed throughout paving operations or at each roadway segment. Inspection frequency shall be increased during initial paving operations, when deficiencies are observed, or when test results indicate noncompliance.

3.6 CRITICAL COMPONENTS OF INSPECTION

Surface Preparation: The roadway surface must be clean, dry, and free of debris prior to tack coat application.

Tack Coat Application: Tack coat must be applied uniformly at a rate between 0.08 and 0.12 gallons per square yard. It shall be applied to the existing surface before placement of leveling courses and between all asphalt lifts.

Asphalt Temperature: All delivered asphalt must meet minimum temperature requirements of 275 degrees Fahrenheit at the time of placement.

Compaction and Density: Compaction must achieve between 92 percent and 97 percent of theoretical maximum density.

Mat Quality: The asphalt mat must be uniform in texture and thickness, free of segregation, tearing, or surface irregularities.

Joints: All longitudinal and transverse joints must be properly constructed, straight, and well bonded with tack applied to vertical faces.

Cross Slope: The finished pavement must maintain a cross slope of one-quarter inch per foot from the centerline to the edge.

Transitions: Smooth transitions must be provided at intersections, driveways, and tie-ins to existing pavement.

Traffic Control: Adequate traffic control measures must be maintained throughout construction, and traffic shall not be allowed on freshly placed asphalt until it has sufficiently cooled.

Inspector Authority: The inspector has the authority to reject materials, require corrective action, or suspend operations if the work does not meet specification requirements or if quality becomes inconsistent.

LIBERTY COUNTY PRICING FORM
RFP #26-07/Asphalt Overlay

EXHIBIT B

Based on a 5,280 LF long (1 mile) x 20 LF wide Road = 11,734 Sqaure Yard

The total price shall be total compensation for delivery, materials and all incidentals nessessary in accrodance with these specification.

The vendor may not limit an order with a Minimum or Quantity Amount.

The approximate quantities listed on this form are for evalatuion pruposes only. They do not refelect past or future usage. There is no guaranteed usage. Services will be request on an as needed basis. The extended totals and grand total are used for Evaluation Purposes Only.

"Complete-In-Place" shall include furnishing all labor, equipment, materials, hauling, traffic control, cleanup, testing coordination, incidentals, and all work necessary to complete and accept the item. No separate payment will be made for subsidiary work.

When "Extended Prices" and/or "Grand Total" are listed on this form and there is an error in the mathematical calculations, the unit price shall govern for evaluation purposes.

Extended Total = Unit Price × Approximate Quantity. Grand Total shall equal the sum of all Extended Totals.

	Description	Unit of Measur	Unit Price	Approx Quantit	Extended Total
1.	2" SURFACE "TYPE D" Complete In-Place <i>greater > than or equal to one mile in length</i>	SY	\$	11,734	\$
2.	2" SURFACE "TYPE D" Complete In-Place <i>less < than one mile in length</i>	SY	\$	5,867	\$
3.	1" LEVEL UP "TYPE F" Complete In-Place <i>greater >than or equal to one mile in length</i>	SY	\$	11,734	\$
4.	1" LEVEL UP "TYPE F" Complete In-Place <i>less <than one mile in length</i>	SY	\$	5,867	\$
5.	Option: 6:1 Safety Taper(Edge) Complete In-Place	SY	\$	1,173	\$
6.	Flexible Base Complete In-Place	CY	\$	1,956	\$
7.	Lime	TON	\$	176	\$
8.	Lime-Fly Ash Treatment (Road Mixed) <i>greater > than or equal to one mile in length</i>	SY	\$	11,734	\$
9.	Lime-Fly Ash Treatment (Road Mixed) Complete-In-Place	SY	\$	5,867	\$
10.	Cement Treatment (Road Mixed) Complete In-Place	SY	\$	11,734	\$
11.	Cement (dry weight)	TON	\$	176	\$
12.	Asphalt Treatment (Black Base) Complete In-Place	TON	\$	880	\$
13.	Prime Coat Complete In-Place	GAL	\$	3,520	\$
14.	Dense-Graded Hot-Mix Asphalt (Method) Complete In-Place	TON	\$	1,291	\$
15.	Permeable Friction Course Complete In-Place	TON	\$	646	\$
16.	Flexible Base Repair (10 Inches) Complete-In-Place	SY	\$	100	\$
17.	Plane Asphalt Concrete Complete In-Place	SY	\$	11,734	\$

Grand Total of all items for evaluation purposes only: \$ _____

Vendor Name

"General Decision Number: TX20260299 05/18/2026

State: Texas

Construction Types: Highway

Counties: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SATX2025-013 11/15/2023

	Rates	Fringes
WORK ZONE BARRICADE SERVICER.....	\$ 17.37	0.00
WELDER.....	\$ 20.97	0.00
TRUCK DRIVER, TANDEM AXLE TRACTOR WITH SEMI TRAILER..	\$ 20.17	0.00
TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK.....	\$ 18.60	0.00
TRUCK DRIVER, SINGLE AXLE.....	\$ 21.93	0.00
TRUCK DRIVER LOWBOY FLOAT.....	\$ 25.94	0.00
STRUCTURAL STEEL WORKER.....	\$ 22.64	0.00
SPREADER BOX OPERATOR.....	\$ 17.84	0.00
SERVICER.....	\$ 20.33	0.00
ROLLER OPERATOR, OTHER.....	\$ 18.93	0.00
ROLLER OPERATOR, ASPHALT.....	\$ 19.79	0.00
REINFORCING STEEL WORKER.....	\$ 22.34	0.00
PIPELAYER.....	\$ 20.03	0.00
PILEDRIVER.....	\$ 21.48	0.00
PAVEMENT MARKING MACHINE OPERATOR.....	\$ 17.12	0.00
PAINTER, STRUCTURES.....	\$ 26.40	0.00
OFF ROAD HAULER.....	\$ 17.12	0.00
MOTOR GRADER OPERATOR, ROUGH.....	\$ 21.20	0.00
MOTOR GRADER OPERATOR, FINE GRADE.....	\$ 23.91	0.00
MILLING MACHINE OPERATOR.....	\$ 21.65	0.00
MECHANIC.....	\$ 23.38	0.00
LOADER/BACKHOE OPERATOR.....	\$ 21.37	0.00
LABORER, UTILITY.....	\$ 19.11	0.00
LABORER, COMMON.....	\$ 17.12	0.00
FRONT END LOADER OPERATOR, OVER 3 CY.....	\$ 20.34	0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS.....	\$ 19.72	0.00
FOUNDATION DRILL OPERATOR, TRUCK MOUNTED.....	\$ 26.04	0.00
FOUNDATION DRILL OPERATOR, CRAWLER MOUNTED.....	\$ 22.25	0.00
FORM SETTER, PAVING & CURB.....	\$ 19.32	0.00
FORM BUILDER/SETTER, STRUCTURES.....	\$ 19.93	0.00
FLAGGER.....	\$ 16.63	0.00
EXCAVATOR OPERATOR, OVER 50,000 POUNDS.....	\$ 22.24	0.00
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS.....	\$ 21.53	0.00
ELECTRICIAN.....	\$ 31.46	0.00
CRAWLER TRACTOR OPERATOR.....	\$ 20.33	0.00
CRANE OPERATOR, LATTICE BOOM OVER 80 TONS.....	\$ 23.85	0.00

CRANE OPERATOR, LATTICE BOOM 80 TONS OR LESS.....	\$ 25.74	0.00
CRANE OPERATOR, HYDRAULIC 80 TONS OR LESS.....	\$ 24.75	0.00
CONCRETE SAW OPERATOR.....	\$ 21.57	0.00
CONCRETE PAVING, CURING, FLOAT, TEXTURING MACHINE OPERATOR.....	\$ 22.62	0.00
CONCRETE PAVEMENT FINISHING MACHINE OPERATOR.....	\$ 22.18	0.00
CONCRETE FINISHER, PAVING AND STRUCTURES.....	\$ 20.79	0.00
BROOM OR SWEEPER OPERATOR.....	\$ 17.63	0.00
ASPHALT RAKER.....	\$ 20.41	0.00
ASPHALT PAVING MACHINE OPERATOR.....	\$ 22.67	0.00
ASPHALT DISTRIBUTOR OPERATOR.....	\$ 23.26	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

Name of signatory

Signature

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.

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 _____, _____, _____, _____, _____.
 (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