

REQUEST FOR QUALIFICATIONS

CDBG Grant Engineering/Architectural/Surveying Services RFQ 2026.09



SEALED RFQS ARE DUE BEFORE:

2:00:00 PM

Thursday, April 30, 2026

AT THE OFFICE OF:

**Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979**

Public Opening of the RFQs will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, April 30, 2026 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

RFQs will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2026.

CONTENTS

- Request for Qualifications
- Specifications / Scope of Work
- Required Forms to be returned with the submitted RFQ
 - Copy of Current Certificate of Insurance for Professional Liability
 - HUB Certificate
 - Statement of Conflicts (if any)
 - System for Award Management - Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>) Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's Proposal.
 - Conflict of Interest Questionnaire (Form CIQ)
 - Certification Regarding Lobbying
 - Disclosure of Lobby Activity
 - Required Contract Provisions
 - Affidavit
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - Residence Certification
 - House Bill 89
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- General Conditions

**Request for Qualifications (RFQ) for
CDBG Grant Engineering/Architectural/Surveying Services
RFQ 2026.09**

April 1, 2026

Re: Texas General Land Office ("GLO") Community Development Block Grants (CDBG)

Dear Engineering Service Providers:

Attached is a copy of Calhoun County's Request for Qualifications for engineering services. These services are being solicited to assist the County in its application(s) and project implementation of one or more contracts, if awarded, from the GLO's CDBG programs for the next two (2) years. The County is considering applying for such funding for construction, planning, and engineering support as indicated in the attached scope of work.

Engineering Service Providers may submit proposals for any and all activities listed in the attached scope of work. Multiple contracts may be awarded as a result of this solicitation. Calhoun County will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the attached RFP.

The complete submittal, consisting of 1 original and 4 copies must be delivered in a sealed package clearly marked on the outside "RFQ 2026.09 CDBG GRANT ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES" and addressed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

The deadline for submission of Statements of Qualifications is **Thursday, April 30, 2026 at 2:00:00 PM**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The County reserves the right to negotiate with any and all persons or firms submitting proposals.

Calhoun County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

Vern Lyssy,
County Judge

Request for Qualifications for Engineering/Architectural/Surveying Services

Calhoun County is seeking to enter into an [engineering/architectural/surveying] services contract with a state registered [engineer/architect/surveyor]. The following outlines this request for qualifications.

1. Scope of Work - A sample detailed Scope of Work provided by GLO is enclosed. The engineering/architectural/surveying contract will encompass all application and project related engineering/architectural/surveying services to the County under any GLO CDBG project(s), for the next two (2) years, including but not limited to the following:

Pre-Funding Services*

Assist with the development of grant applications, as necessary.

Post-Funding Services

Initial Engineering and Design Support

Engineering and Final Design Support

Bid and Award Support

Contract Management and Construction Oversight

Specialized Services

Specify actual tasks to be performed under each of these categories in your response.

Pre-funding services are/may not be eligible

2. Statement of Qualifications – The County is seeking to contract with a competent engineering/architectural/surveying firm, registered to practice in the State of Texas.
 - a. Public works construction including but not limited to mitigation projects;
 - b. Federally funded construction projects; and
 - c. Projects located in this general region of the state
 - d. **Transmittal letter including:**
 - i. Brief statement of the firm's understanding of the scope of the work to be performed;
 - ii. Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas
 - iii. Confirmation that the firm has not had a record of substandard work within the last five years;
 - iv. Confirmation that the firm has not engaged in any unethical practices within the last five years;
 - v. Any other information that the firm feels appropriate to support their understanding;
 - e. **Company Profile**
 - f. **Experience and Qualifications.** Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
 - i. Experience with public works construction including but not limited to mitigation projects;
 - ii. Experience with federally funded construction projects;
 - iii. A list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering/architectural/surveying services contract award.
 - g. **SAM.gov Registration.** Firms must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your Statement of Qualifications.
 - h. **References.** Each firm must furnish a minimum of three (3) references.

3. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- a. **Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.**

4. Submission Requirements

- a. A copy of your current **certificate of insurance** for professional liability
- b. **HUB Certificate**
- c. **A statement of conflicts** (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
- d. **System for Award Management.** Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- e. **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- f. **Certification Regarding Lobbying**, (enclosed) Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- g. **Disclosure of Lobby Activity** (enclosed)
- h. **Form 1295**, (enclosed). (To be completed by awarded vendor) Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the City Council/Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- i. **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
- j. **Affidavit** (enclosed)
- k. **Certification Regarding Debarment & Suspension and other Responsibility Matters** (enclosed)
- l. **Residence Certificate** (enclosed)
- m. **House Bill 89** (enclosed)
- n. **W9** (enclosed)

5. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. - Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
 8828.N. Stemmons Freeway, Ste. 5508
 Dallas, TX 75247
 214-920-2436
 Website: <https://www.mbdadfw.com>
 Email: admin1@mbdadallas.com

Houston MBDA Business Center
 3100 Main Street, Ste. 701
 Houston, TX 77002
 713-718-8974
 Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
 Email: MBDA@hccs.edu

El Paso MBDA Business Center 2401
 East Missouri Avenue
 El Paso, TX 79903
 915-351-6232
 Website:
<https://www.mbda.gov/business-center/el-paso-mbda-business-center>
 Email: treed@ephcc.org

San Antonio MBDA Business Center
 501 W. Cesar E. Chavez Blvd., Ste. 3.3248 San
 Antonio, TX 78207
210-458-2480
 Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
 Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
 7800 N. Stemmons Fwy., Ste. 120
 Dallas, TX 75247
 214-572-9452
 Website:
<https://womensbusinesscenterdfw.com/> Email:
wbcdfw@liffund.com

WBEA- Women's Business
 Center 9800 Northwest Freeway,
 Ste. 120
 Houston, TX 77092
 713-681-9232
 Website: <https://www.wbea-texas.org/womens-business-center>
 Email: wbc@wbea-texas.org

LiftFund Women's Business Center
 600 Soledad St.
 San Antonio, TX
 78205
 888-215-2373 ext. 3000
 Website: <https://womensbusinesscentersa.com/>
 Email: wbc@liffund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://lamericassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

6. **Deadline for Submission** - Proposals must be received no later than **Thursday, April 30, 2026 at 2:00:00 PM**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

The submission requirements for this proposal are included in the attached RFP. The complete submittal, consisting of 1 original and 4 copies must be delivered in a sealed package clearly marked on the outside "RFQ 2026.09 CDBG GRANT ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES" and addressed to:

Honorable Vern L. Lyssy
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Any questions or requests for clarification must be submitted in writing via EMAIL to LaDonna Thigpen at ladonna.thigpen@calhouncotx.org and Demi Cabrera at demi.cabrera@calhouncotx.org at least 3 business days prior to the deadline. Calhoun County may, if appropriate, circulate the question and answer to all service providers who submitted proposals.

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SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal DR statutory responsibilities related to recovery in connection with any federally declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG grant programs. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of grant applications, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- b) Provide all project information necessary to ensure timely execution of the environmental review.
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits

- x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
 - e) Perform subsurface explorations for project sites, as necessary.
 - f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right-of-way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
 - m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design.

Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which 7

may or may not fall during normal business hours.

- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.
- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h) Provide Phase I and Phase II environmental site assessments as requested.

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

Name of Program CDBG Programs _____
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	_____	
2. Has worked on federally funded construction projects	15	_____	
3. Has worked on projects that were located in this general region.	10	_____	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	15	_____	
Subtotal, Experience	60	_____	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
Total Score	100	_____

Insert Certificate of Insurance

Insert HUB Certificate

Insert Statement of Conflicts (if any)

**Insert System for Award Management (SAM) record search for
company name and company principal**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Disclosure of Lobbying Activities

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

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

(To be completed by awarded vendor)

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. <input type="checkbox"/>				
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				

REQUIRED CONTRACT PROVISIONS

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

All Contracts

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

	<p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The <u>Federal awarding agency</u> and the <u>non-Federal entity</u> should, whenever practicable, collect, transmit, and store <u>Federal award-related</u> information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The <u>Federal awarding agency</u> or <u>pass-through entity</u> must always provide or accept paper versions of <u>Federal award-related</u> information to and from the <u>non-Federal entity</u> upon request. If paper copies are submitted, the <u>Federal awarding agency</u> or <u>pass-through entity</u> must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

	<p>Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>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 <u>2252.153</u>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	<p>Texas Government Code 2252.152</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p>	<p>Texas Government Code 2271</p>

	<p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____

}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)

the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)

principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

**CERTIFICATION REGARDING DEBARMENT & SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

RESIDENCE CERTIFICATION

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

Sec. 2252.001 (3) “Nonresident bidder” refers to a person who is not a resident.

(4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a “Nonresident Bidder” of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is

(City and State)

I certify that _____ is a “Resident Bidder” of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

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

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
OR											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Vern L. Lyssy, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the “Hazardous Communications Act”, commonly known as the “Texas Right To Know Act”, a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. “Lowest and/or best Bid, RFP, RFQ, and/or Contract” means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county’s past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or 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. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A
CALHOUN COUNTY, TEXAS
GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES
FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. See *Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print

After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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

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

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.