

## **Morris County**

500 Broadnax  
Daingerfield, TX 75638

### **REQUEST FOR BIDS FOR ROAD MATERIALS**

This project is being supported, in whole, by the America Rescue Plan Act allocated to the Morris County under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) by the U.S. Department of the Treasury. All funds must be expended by December 31, 2026.

**Bids to be received on:**

**Monday, June 9, 2025  
by 9:00 am**

**Prepared By: County Auditor's Office**

**2025-02**

**American Rescue Plan Act (ARPA)**  
**Request for BIDS – General Purchases**

May 8, 2025

Re: Solicitation of **road materials** funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocated under the American Rescue Plan Act (ARPA)

Morris County has received an allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funded by the American Rescue Plan Act (ARPA) and is issuing a Request for BIDS for a **road materials** contract. The bid is to assist Morris County in providing **road materials** for projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this Request for BIDS. Refer to the Schedule of Events and Selection Summary in Section 1 of this document for response details.

Respondent is responsible to ensure that their bid is received in a timely manner and that it contains all elements of the Request for BIDS including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the Request for BIDS. Responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Morris County reserves the right to negotiate with any and all service providers submitting timely responses, to reject any and all bids, and to select multiple respondents if it deems and/or desires to do so.

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

Sincerely,

Christie Davis  
Morris County Auditor

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## SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

### 1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

1.1.1 The Morris County, hereinafter called “Entity”, reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity’s Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding the required elements for this RFP.

<b>SCHEDULE OF EVENTS ROAD MATERIALS 2025-02</b>			
Return questions and responses to the Sole Point of Contact identified below:			
<b>NAME:</b>	Doug Reeder	<b>PHONE:</b>	903-645-3691
<b>ADDRESS:</b>	500 Broadnax, Daingerfield, TX 75638	<b>EMAIL:</b>	doug.reeder@co.morris.tx.us cc: vicki.jones@co.morris.tx.us
Responses to this IFB must be submitted via mail or hand delivery to the above address to the Sole Point of Contact identified above.			
If the client desires hard copies, then specify the number of copies and delivery address.			
<b>SCHEDULE</b>			
<b>IFB ISSUE DATE:</b>	Thursday, May 8, 2025		
<b>RESPONDENT QUESTIONS DUE BY:</b>	Friday, May 23, 2025		
<b>QUESTIONS ANSWERED BY:</b>	Close of Business – Friday, May 30, 2025		
<b>IFB RESPONSE DUE DATE:</b>	Monday, June 9, 2025 – 9:00 am		
<b>ESTIMATED AWARD DATE:</b>	Monday, June 9, 2025		

## 1.2 SELECTION OF RESPONDENT(S)

- 1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.
- 1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.
- 1.2.3 The Entity is not required to accept the lowest cost bid.
- 1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.
- 1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.
- 1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.
- 1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

## SECTION 2 – INTRODUCTION

### 2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE SECTION 3 AND EXHIBIT A FOR SOW DETAILS

The Entity is seeking **bids for various road materials**. General details for the project include:

#### 2.1.1 Project Name: Road Materials

**Project Location: Morris County #1, County Road 1216 Lot 20 Daingerfield TX 75638**

**Morris County #2, FM 250 and FM 3421 Intersection Daingerfield Tx 75638**

**Morris County #3, 11537 US HWY 259N Omaha, TX 75571**

**Morris County #4, County Road 4200 Daingerfield TX 75638**

**General Description: Flex Iron-Ore Gravel**

**Oil Sand**

**Cold Mix**

**Red Gravel**

**Oil Sand – Specifications River Sand 43%, Dry Screening 33%,**

**D Rock 24% and AC 1.5 Oil 4.6%**

2.1.2 **Time of Work:** Work on this project may be performed Monday-Friday during the hours of 8 am – 5 pm. Work may not be performed on weekends (or holidays).

2.1.3 The scope of work includes all labor, materials, goods and/or services necessary to complete the project. See **SECTION 3 and EXHIBIT A** for detailed scope of work. The Respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

## **2.2 CONSIDERATION OF AWARD**

To be considered for award, Respondents must adhere to the requirements, when applicable to Contractors, as set forth in Exhibit B, including the ARPA Terms and Conditions, Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.

## **2.3 CONTRACT AWARD**

The Entity may award a Firm Fixed Price Contract. A Respondent's bid must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist (Attachment A).

## **2.4 TERM OF CONTRACT**

The contract or purchase order shall be effective upon the date of execution (signed by the Entity designee.) The contract term is projected for a term ending by October 31, 2026. Upon expiration of the initial term, the contract may, at the sole discretion of the Entity, be renewed via an approved Contract Change Order with the same terms and conditions. A sample contract is available for review at Appendix I.

## **2.5 BID ACCEPTANCE**

- 2.5.1 Bids must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification (including substantive or administrative) or non-receipt of the respondent's response.
- 2.5.2 The Entity reserves the right to accept or reject any and all bids, to accept any bid deemed advantageous and to waive irregularity in the bids. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due date must be initialed by Respondent or authorized agent. No response may be withdrawn after the due date without approval and based on a written acceptable reason.
- 2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.
- 2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point

of Contact and obtain clarification prior to submitting a response.

- 2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.
- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Bid must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Bid is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Bid subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

- 2.5.8 Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.
- 2.5.9 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.
- 2.5.10 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.
- 2.5.11 All bids become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.12 Respondents assume all costs of preparation of the bid. RFP responses become the property of the Entity.

## **2.6 REQUEST FOR ADDITIONAL INFORMATION**

- 2.6.1 The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed in Section 1 above. Respondents' names will be removed from questions in any responses released.
- 2.6.2 Questions shall be submitted in the format shown below. Submissions that deviate from this format may not be accepted:
  - 2.6.2.1 Identifying Solicitation Number, if applicable
  - 2.6.2.2 Page Number
  - 2.6.2.3 Section Number, if applicable
  - 2.6.2.4 Paragraph Number, if applicable



2.6.2.5 Text of passage being questioned

2.6.2.6 Question

2.6.3 Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth in Section 1. However, the Entity, at its sole discretion, may respond to questions or other written requests received after the deadline.

## **2.7 PROHIBITED COMMUNICATION**

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of Respondent's bid.

## **2.8 ALTERATIONS, MODIFICATIONS, AND WITHDRAWALS**

Prior to the solicitation submission deadline, a Respondent may: (1) withdraw its solicitation response by submitting a written request to the Sole Point of Contact identified; or (2) modify its solicitation response by submitting a written amendment to the Sole Point of Contact identified in Section 1. The Entity may request solicitation response modifications at any time.

## **2.9 TERMINATION CONDITIONS**

### **2.9.1 FAILURE TO ENTER INTO A CONTRACT**

Should the Respondent, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the Entity may then, in its option, retain the bidder's bid deposit/bond (if required) and accept the bid of the next lowest responsible Respondent.

### **2.9.2 DISPUTE RESOLUTION**

Contract documents shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if the services being provided are deemed deficient in any way.

### **2.9.3 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

### **2.9.4 TERMINATION OF CONTRACT**

2.9.4.1 **For Cause:** The resulting Contract may be terminated by the Entity for cause, including any nonperformance by the Contractor; failure of the Contractor to fulfill in a timely and proper manner its obligations under the Contract; or violation of any of the covenants, agreements, or stipulations of the contract, upon thirty (30) days' written notice to Contractor including a statement of the reasons, therefore. The determination of the Entity as to the cause of

termination and the appropriateness thereof shall be final and binding upon both Entity and Contractor. Cause for termination shall include any material failure by Contractor to comply with any term of the Contract.

- 2.9.4.1.1 In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under the Contract shall, at the option of the Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- 2.9.4.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of the Contract by the Contractor, and the Entity may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Contractor is determined.
- 2.9.4.1.3 The Contractor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Entity under this provision.
- 2.9.4.1.4 In case of default by the Contractor, the Entity may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- 2.9.4.1.5 Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- 2.9.4.1.6 If the Contract is terminated for cause, excluding funding discontinuance or disapproval, Contractor shall have the right to attempt to cure its failure during the thirty-day (30-day) period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

**2.9.4.2 For Convenience of the Entity:** The Entity may terminate the Contract at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the Entity as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by the Contract, less payments of compensation previously made. If the Contract is terminated due to the fault of the Contractor, Section 2.9.4 above, relative to termination, shall apply.

## **2.9.5 POST EXPIRATION AND TERMINATION PROCEDURES**

Upon expiration or in the event of a prior termination, all remaining and unspent grant funds shall immediately become the sole and separate property of the Entity, and the Contractor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Contractor under the Contract or with grant funds shall, at the option of the Entity, become Entity's property.

## **2.10 TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the Entity, the Contractor shall continue all terms and conditions of said Contract for a

period not to exceed thirty (30) days at the Entity's request.

## **SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **3.1 MINIMUM REQUIREMENTS**

- 3.1.1 The selected Respondent shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) 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.
- 3.1.2 The selected Respondent shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Respondent's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Respondent must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Respondent is not debarred. If the Respondent is debarred, the Respondent's bid will not be evaluated.

### **3.2 SCOPE OF SERVICES**

**The required services shall be performed in accordance with Key Tasks as described below and attached Exhibits:**

- 3.2.1 Exhibit A: Project Scope of Work
- 3.2.2 Exhibit B: Required Contract Provisions
- 3.2.3 Exhibit C: Other Relevant Information

### **3.3 KEY TASKS – add goods/services if applicable to this section**

- 3.3.1 Furnish progress reporting as determined or requested by the Entity.
- 3.3.2 Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- 3.3.3 Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

### **3.4 TECHNICAL REQUIREMENTS**

The selected Respondent shall provide **goods/services** including, but not limited to, the following technical requirements:

- 3.4.1.1 As requested by the Entity, Respondents shall provide routine reports regarding quality control inspections to ensure progress and adherence to schedule-

- 3.4.1.2 Respondents shall ensure that the quantity, quality, fitness, and progress of the work is following the Contract requirements. All work is subject to the final review of the Entity, or assignee. The Entity will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

3.4.2 **Record Keeping**

- 3.4.2.1 Respondents shall provide, enter, or upload all documentation, communications, and records as instructed by the Entity within two (2) days of receipt or occurrence.
- 3.4.2.2 Respondents shall document all communications regarding the project status and any other issues.
- 3.4.2.3 Respondents shall maintain records of all events which affect, or may be expected to affect the quality, scope, or progress of the services.
- 3.4.2.4 All records shall be retained for a period of **five (5) years** following the close out of the Entity's federal grant.
- 3.4.2.5 The Contractor shall support and assist the Entity pertaining to close out of the federal grant, including financial reconciliation, reporting, record keeping, and achievement of eligible activities and services.

### **3.5 Terms and Conditions**

- 3.5.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.
- 3.5.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.5.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.5.4 **Contractor's Responsibility** – At the time of the bid response due date, each Respondent shall be presumed to have inspected the site(s) (if applicable) and to have read and be thoroughly familiar with the scope requirements. The failure or omission of any Respondent to examine any form, instrument, document, or site shall in no way relieve any Respondent from any obligation in respect to this RFP.
- 3.5.5 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
  - 3.5.5.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Morris County, Texas, where the venue for any proceedings arising hereunder will lie.
- 3.5.6 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.
- 3.5.7 **Severability** – If any section, subsection, paragraph, sentence, clause, phrase or word in these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and specifications; and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

## SECTION 4 – EVALUATION CRITERIA

### 4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

**Pass/Fail**

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

### 4.2 FINANCIAL STABILITY OF RESPONDENT:

**Pass/Fail**

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

### 4.3 TECHNICAL COMPETENCE REQUIREMENTS:

**100 Points Total**

Extent to which the proposed solution meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

### 4.4 EVALUATION MATRIX

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirement, and Chapter 2269 of the Texas Government Code. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that negotiates a fair and reasonable price.

EVALUATION CRITERIA	SCORE
Responsiveness of Bid	Pass/Fail
Financial Stability	Pass/Fail
Experience	10
Pricing	90
<b>TOTAL SCORE</b>	<b>100</b>

## SECTION 5 – SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed non-responsive and will not be considered. All sealed bids should be submitted on the original forms provided.

### 5.1 EXPERIENCE

Respondent shall demonstrate related professional qualifications, and past performance experience in services similar in size and scope to the requested project scope of services. Describe any work done in or for the Entity.

## **5.2 PRICING**

- 5.2.1 Respondents shall complete and submit the Pricing Sheet (see Attachment B).
- 5.2.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.
- 5.2.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.2.4 Any catalog, brand name, or manufacturer's reference used in this document is descriptive – NOT restrictive – it is to indicate type and quality desired. Pricing on brands of like nature and quality will be considered. If providing other than referenced specifications, Responder must show manufacturer, brand or trade name, lot number, etc., of the article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the response. If the Respondent takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items utilized shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in the RFP specifications. Verbal agreements to the contrary will not be recognized.
- 5.2.5 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

## **LIST OF EXHIBITS**

EXHIBIT A      PROJECT SCOPE OF WORK

EXHIBIT B      REQUIRED CONTRACT PROVISIONS

EXHIBIT C      OTHER RELEVANT INFORMATION/SPECIAL  
CONDITIONS



## EXHIBIT A – PROJECT SCOPE OF WORK

### Road Materials Precinct 1 – Precinct 4

Flex Iron-Ore Gravel

Oil Sand

Cold Mix

Red Gravel

Oil Sand – Specifications River Sand 43%, Dry Screening 33%,  
D Rock 24% and AC 1.5 Oil 4.6%

- Include all costs – inclusive of any additions to the unit cost of materials  
Example: delivery costs, etc.
- Include length of time pricing is good through

#### Delivery addresses:

**Morris County #1, County Road 1216 Lot 20 Daingerfield TX 75638**

**Morris County #2, FM 250 and FM 3421 Intersection Daingerfield Tx 75638**

**Morris County #3, 11537 US HWY 259N Omaha, TX 75571**

**Morris County #4, County Road 4200 Daingerfield TX 75638**

Items may be picked up or delivered depending on time/urgency of delivery.

## EXHIBIT B – ARPA REQUIRED PROVISIONS

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
<b>ARPA Terms &amp; Conditions</b>			
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
ARPA Terms, Conditions, & Records	<p>8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury <b>[ARPA/SLFRF EC 6.1 applicable Uniform Guidance Sections are specifically listed/included at end of this document]</b>. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180,</p>		<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 CFR Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Vendors EC 6.1 Awardees
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFQ EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
ARPA Terms, Conditions, & Records	<p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ul> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
<b>Applicable Uniform Guidance Sections</b>			
None	Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a> , all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p>

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	<p>opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p><u>41 CFR 60-1.4 Equal opportunity clause.</u></p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is</p>		

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	<p>consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.</p> <p>(9) 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>(10) 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>(11) 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 recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p>		

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	<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>State Provision Applies at any amount and/or &gt;\$2,000 for CDBG/Braided Funds</p>	<p><b>Texas Prevailing Wage</b> requirements applies only to the construction of a <u>public work</u>, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. (G.V. 2258)</p> <p>-----</p> <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D) And <b>TX G.V. 2258</b> <b>Prevailing Wage Rates</b></p>	<p>Contractor RFP/IFB</p>
None	<p>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.</p>	2 CFR 200.112	<p>Contractor RFP/IFB Contractor RFQ EC 6.1 Awardees</p>
None	<p>The non-Federal entity or applicant for a Federal award must disclose, in a</p>	2. CFR 200.113	Contractor

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	timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in <a href="#">§ 200.339</a> . (See also <a href="#">2 CFR part 180</a> , <a href="#">31 U.S.C. 3321</a> , and <a href="#">41 U.S.C. 2313</a> .)		<a href="#">RFP/IFB</a> <a href="#">Contractor RFQ</a> <a href="#">Vendors</a> <a href="#">EC 6.1 Awardees</a>
None	Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, <a href="#">2 CFR part 180</a> . The regulations in <a href="#">2 CFR part 180</a> restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.	2 CFR 200.214	<a href="#">Contractor RFP/IFB</a> <a href="#">Contractor RFQ</a> <a href="#">Vendors</a> <a href="#">EC 6.1 Awardees</a>
Over \$50,000	Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in <a href="#">2 CFR part 183</a> . The regulations in <a href="#">2 CFR part 183</a> affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.	2 CFR 200.215	<a href="#">Contractor RFP/IFB</a> <a href="#">Contractor RFQ</a>  <a href="#">Vendors</a> <a href="#">EC 6.1 Awardees</a>
None	<p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably</p>	2 CFR 200.216	<a href="#">Contractor RFP/IFB</a> <a href="#">Contractor RFQ</a>  <a href="#">Vendors</a> <a href="#">EC 6.1 Awardees</a>



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	<p>believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>		
None	<p>Contracting with HUB, small and minority businesses, women’s business enterprises, and labor surplus area firms.</p> <p>(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.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> <li>(1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;</li> <li>(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;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;</li> <li>(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</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</li> </ol>	2 CFR 200.321	<p>Contractor RFP/IFB Contractor RFQ</p>
None	<p>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 (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. <b>All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</b> The only exceptions are the following:</p>	2 CFR 200.334	<p>Contractor RFP/IFB Contractor RFQ</p> <p>Vendors EC 6.1 Awardees</p>

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	<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. <b>All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</b></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 three (3) years after final disposition. All records related to ARPA shall be maintained for five (5) years per the ARPA terms and conditions and regulations.</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 All records related to ARPA shall be maintained for five (5) years per the ARPA terms and conditions and regulations. <b>All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</b></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) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. <b>All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</b></p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <b>All records related to ARPA shall be maintained for five (5) years per the ARPA terms, conditions, and regulations.</b></p>		
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the</p>	2 CFR 200.336	<p>Contractor RFP/IFB Contractor RFQ EC 6.1 Awardees</p>

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	non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.		
<b>Other References</b>			
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <a href="#">2252.153</a> . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ EC 6.1 Awardees
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with ten (10) or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271	Contractor RFP/IFB Contractor RFQ Vendors EC 6.1 Awardees
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	EC 6.1 Awardees

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(b) The prohibition described by Subsection (a) applies regardless of whether: <ul style="list-style-type: none"> <li>(1) the company's or its parent company's securities are publicly traded; or</li> <li>(2) the company or its parent company is listed on a public stock exchange as:               <ul style="list-style-type: none"> <li>(A) a Chinese, Iranian, North Korean, or Russian company; or</li> <li>(B) a company of a designated country.</li> </ul> </li> </ul>		
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB

## **EXHIBIT C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS**

No other additional information or conditions apply to this project.

## **LIST OF REQUIRED INFORMATION ATTACHMENTS A THROUGH J**

**In addition to the narrative requested in the BID, the following documents are to be completed and returned with the Respondent's response package. See the solicitation and each of the following attachments for specific instructions.**

- |     |              |   |
|-----|--------------|---|
| 1.  | ATTACHMENT A | SUBMISSION CHECKLIST  |
| 2.  | ATTACHMENT B | PRICING SHEET   |
| 3.  | ATTACHMENT C | SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH   |
| 4.  | ATTACHMENT D | N/A   |
| 5.  | ATTACHMENT E | ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT   |
| 6.  | ATTACHMENT F | TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295) (IF RESPONDENT IS SELECTED FOR AWARD) |
| 7.  | ATTACHMENT G | CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)   |
| 8.  | ATTACHMENT H | DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION  |
| 9.  | ATTACHMENT I | BIDDER'S CERTIFICATION  |
| 10. | ATTACHMENT J | NON-COLLUSION AFFIDAVIT   |

**ATTACHMENT A****SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST**

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

**Submission Checklist**

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
<input type="checkbox"/>	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
<input type="checkbox"/>	B. Pricing Sheet
<input type="checkbox"/>	C. System for Award Management (SAM.gov)
<input type="checkbox"/>	D. N/A
<input type="checkbox"/>	E. Ethics and Conflict of Interest Acknowledgement
N/A	F. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
<input type="checkbox"/>	G. Conflict of Interest Questionnaire (Form CIQ)
<input type="checkbox"/>	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
<input type="checkbox"/>	H. Disclosure of Lobbying Activities SF-LLL Certification (Required for all bids exceeding \$100,000)
<input type="checkbox"/>	Please check this box if the bid does not exceed \$100,000.
<input type="checkbox"/>	I. Bidder's Certification
<input type="checkbox"/>	J. Non-Collusion Affidavit
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

<b>AUTHORIZED AGENT NAME:</b>	
<b>AUTHORIZED SIGNATURE:</b>	
<b>TITLE OF AUTHORIZED AGENT:</b>	
<b>DATE OF SIGNATURE:</b>	

## ATTACHMENT B: PRICING SHEET

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Prices for all goods and/or services shall be all inclusive. If Pricing Changes after awarded, Vendor must contact County for approval and Contract Change Orders prior to any more purchases being placed.

**The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.**



This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

**Verification of SAM.gov Status**

Respondent must not be suspended or debarred at the time of the bid response submittal. The bid response package must include the following:

1. Respondent must complete and submit the "Federal Debarment/Suspension Status Certification" form with the bid response submittal. The "Federal Debarment/Suspension Status Certification" is located on the next page herein.
2. Respondent must also complete the following enclosed "SAM.gov Eligibility Verification Form".

**Contract Award**

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Eligibility Verification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the bid response submittal.

FEDERAL DEBARMENT/SUSPENSION STATUS CERTIFICATION	
COMPANY/ENTITY NAME:	
CONTACT NAME:	
CONTACT EMAIL & PHONE:	
APPLICABLE REGULATIONS	
<p><b>As stated in the ARPA/SLFRF Terms &amp; Conditions:</b> <i>“OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.”</i></p> <p><b>Also, Federal Executive Order (E.O.) 12549:</b> <i>“Debarment”</i> requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: <a href="http://www.sam.gov">www.sam.gov</a></p> <p><b>Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity:</b> <i>“If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment.”</i></p>	
(INITIAL)	CERTIFICATION & SIGNATURE
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in the termination of this agreement and/or the repayment of funds.
<p><i>Your signature certifies that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.</i></p> <p style="text-align: right;">_____ Signature</p>	
Date:	Printed Name & Title:

# ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

SAM.GOV ELIGIBILITY VERIFICATION FORM			
ENTITY LEGAL NAME:			DATE:
STREET ADDRESS:			
CITY:	STATE:	ZIP:	
CONTACT NAME:			
CONTACT EMAIL:			
CONTACT PHONE:			
<i>All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts.</i>			
SECTION 1			
If available, provide your organization's Unique Entity Identifier (UEI) number (as generated by registration in SAM.gov):			
Scope of Work Description:			
SECTION 2 (OPTIONAL)			
PRINCIPAL(S)	TITLE(S)	GENDER M/F	RACE**
<i>** W = White B = Black H = Hispanic A/PI = Asian/Pacific Islander AL/AN = Alaskan/American Native</i>			
CERTIFICATION			
<i>Your signature certifies that the information provided on this form is correct and that failure to provide the requested information may disqualify you from receiving or retaining funds.</i>			
<div style="border-top: 1px solid black; margin-top: 0;"></div>			
SIGNATURE			
<div style="border-top: 1px solid black; margin-top: 0;"></div>			DATE
PRINTED NAME & TITLE			
FOR DEPARTMENT USE ONLY			
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:	
State Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:	
Verified By:			Date:

## ATTACHMENT D: BLANK

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## ATTACHMENT E: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

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Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

Morris County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, Morris County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with Morris County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of Morris County or a vendor doing business with Morris County to participate directly or indirectly in a procurement when the employee or vendor knows that:

- A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to Morris County procurement.
- B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of Morris County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or bid therefore pending before Morris County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher-tier subcontractor for any contract for Morris County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by Morris County and agree to comply with them in all business dealings with Morris County.

---

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

---

COMPANY

---

PRINTED NAME, TITLE

---

DATE



Instructions

The Respondent must describe any conflicts of interest regarding the goods and/or services associated with this solicitation.

**The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.**

In the event that a conflict is identified, Respondent must also provide a plan for mitigating the conflict(s).

*The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.*

**If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1 Name of vendor who has a business relationship with local governmental entity.</b> </div>	<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)                 </div>	
<div style="border: 1px solid black; padding: 2px;"> <b>3 Name of local government officer about whom the information is being disclosed.</b> </div> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; font-size: small;">                     Name of Officer                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>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.</b> </div> <div style="border: 1px solid black; height: 150px; margin-top: 10px; padding: 10px;"> <p>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?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>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.</b> </div> <div style="border: 1px solid black; height: 50px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b> <input type="checkbox"/> 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).                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b> </div> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </div> </div>		



**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.

**ATTACHMENT H: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION**  
*(To be submitted with each bid or offer exceeding \$100,000)*

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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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) 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, \_\_\_\_\_ (insert business name), 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.

<b>SIGNATURE</b>	
<b>NAME OF AUTHORIZED AGENT</b>	
<b>TITLE OF AUTHORIZED AGENT</b>	
<b>DATE</b>	

**ATTACHMENT H: DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION (CONTINUED)***(To be submitted with each bid or offer exceeding \$100,000)***COMPLETE THIS FORM ONLY IF YOUR BID OR OFFER EXCEEDS \$100,000 AND FUNDS HAVE BEEN OR WILL BE PAID FOR LOBBYING ACTIVITIES RELATED TO THIS RFP**

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

## ATTACHMENT I: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "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.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that \_\_\_\_\_ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at \_\_\_\_\_ (City and State).

**Note: If the Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.**

<b>SIGNATURE</b>	
<b>NAME OF AUTHORIZED AGENT</b>	
<b>TITLE OF AUTHORIZED AGENT</b>	
<b>DATE</b>	

**NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ on behalf of said bidder.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

**APPENDIX I – SAMPLE CONTRACT**  
**NON-CONSTRUCTION ONLY**  
**MORRIS COUNTY**  
**AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM**  
**GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT**

<b>Vendor Name</b>	Vendor Name
<b>Vendor Unique Entity Identifier (UEI) if available</b>	XXXXXXXXXXXXXXXX
<b>Period of Performance Start Date</b>	June 9, 2025
<b>Period of Performance End Date</b>	December 31, 2026
<b>Amount of Federal Funds Obligated by this Agreement</b>	\$000,000
<b>Assisted Listing Number (ALN) #</b> 21.027	<b>FAIN #</b> SLFRP2361

**INTRODUCTION**

THIS CONTRACT for General Services, Supplies, and/or Equipment (“Contract”) is made and entered into this [Date], by and between Morris County, Texas, hereinafter referred to as the “Entity” and [Vendor Name], hereinafter referred to as the “Vendor.” Entity and Vendor are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury (“Treasury”) which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

## SECTION 1. CONTRACT ADMINISTRATION

### SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name		Vendor Name	
Entity Address 1		Vendor Address 1	
Entity Address 2		Vendor Address 2	
Entity Representative for Project		Vendor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
Entity Billing Contact		Vendor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

## **SECTION 1.2 PARTS INCORPORATED**

Parts Incorporated. In addition to the Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the bid documents (scope of work, images, and specifications), submitted bid response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.)

**All Exhibits and Pricing from Bid Documents will be attached as part of the Contract.**

## **SECTION 1.4 CONTRACT DOCUMENTS**

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the Entity before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract; and
- e. The response submitted by Vendor in response to the bid issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Bid and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

### **1.4.1 Term of Contract and Delivery Schedule – Commencement of Work**

In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2026.

### **1.4.2 Pre-Existing Conditions**

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered in Vendor's investigation.

### **1.4.3 Liquidated Damages**

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$0.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

### **1.4.4 Dispute Resolution**

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

### **1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.**

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal



instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

#### 1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.
- c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.
- d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

#### 1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

#### 1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

#### 1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

#### 1.4.10 Ownership of Material

The Entity shall retain all of its rights and interests in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

### **SECTION 1.5 CONTRACT SUM AND PAYMENTS**

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the RFP, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

#### 1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Bid and Alternate Bids (if any), the sum of [Spelled out dollar amount here] (\$000,000.00), and make payment in accordance with the provisions of this Section.

#### 1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (if needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

#### 1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

- a. The firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and the price for each. **The final request for reimbursement must be received by Morris County by December 31, 2026**

#### 1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and decide as to the amount properly payable to Vendor.

#### 1.5.5 Offsets; Deductions; Withholding

- a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. The vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.
- c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor

to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

#### **1.5.6 Final Payment**

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

## **SECTION 2. ENTITY RESPONSIBILITIES**

### **SECTION 2.1 GENERAL**

- a. Entity will cooperate in a timely manner in providing information regarding its requirements.
- b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.
- c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.
- d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.
- e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

## **SECTION 3. SCOPE OF WORK**

### **SECTION 3.1 GENERAL**

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

### **SECTION 3.2 PROJECT CONTROL**

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

### **SECTION 3.3 SUBVENDORS**

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

- a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

### **SECTION 3.4 HUB SUBCONTRACTING PLAN**

The vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without the Entity's written approval.

### **SECTION 3.5 KEY TASKS**

- a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.
- b. Provide a warranty on all purchased equipment.
- c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.
- d. Provide and maintain all original and copies of supporting documentation.
- e. Furnish progress reporting as determined or requested by the Entity.
- f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

### **SECTION 3.6 SCHEDULING**

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

### **SECTION 3.7 NON-CONFORMING WORK**

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware, and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such conditions at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

### **SECTION 3.8 INDEMNIFICATION**

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this

Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

### **SECTION 3.9 INSURANCE & BONDING**

If applicable, the Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

## **SECTION 4. REQUIRED PROVISIONS**

The Vendor shall comply with the following items:

### **SECTION 4.1 TERMS AND CONDITIONS**

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B**.

### **SECTION 4.2 DEBARMENT AND SUSPENSION**

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

### **SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI**

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

### **SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE**

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.

#### **SECTION 4.5 ETHICS MATTERS**

Vendor and its employees, agents, representatives, and subcontractors have read and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](http://www.state.tx.us/govcode/chapter572.htm), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict-of-Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

#### **SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS**

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

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

### **SECTION 5. MISCELLANEOUS PROVISIONS**

#### **SECTION 5.1 GENERAL**

- a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- d. Licenses, Permits, Taxes, Fees, Laws, and Regulations
  - i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.
  - ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.
  - iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

## **SECTION 5.2 CAPACITY TO PERFORM**

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

## **SECTION 5.3 LIMITATION OF LIABILITY**

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

## **SECTION 5.4 ASSIGNMENT**

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

## **SECTION 5.5 GOVERNING LAW AND VENUE**

The Vendor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in \_\_\_\_\_ (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Morris County, Texas.

## **SECTION 5.6 WAIVERS**

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

## **SECTION 5.7 SEVERABILITY**

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract, and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

## SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: \_\_\_\_\_  
(Entity Official)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

BY: \_\_\_\_\_  
(Vendor's Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



