

**Morris County  
Request for Proposal**

**RFP #2023-06**

**Due Date: 06/12/2023 @ 9:00 a.m. CST  
Level & Chip Seal 2.171 miles  
In Elkins Addition (CR1145, CR 1147, CR1136, CR 1151)**

Morris County is now accepting sealed request for proposals for services to be rendered in the consideration Level and Chip Seal 2.171 miles in Elkins Addition (CR1145, CR1147, CR1136, CR1151) in Precinct 4, Morris County

Morris County  
Commissioners Office  
500 Broadnax, Suite B  
Daingerfield, TX 75638  
Monday – Friday: 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm

Request for proposal forms, specifications and all necessary information may be obtained from the following website:  
[www.co.morris.tx.us](http://www.co.morris.tx.us), bids tab.

All sealed request for proposals shall be submitted including one marked original and one duplicate on the original forms. All are to be clearly marked with request for proposal number and request for proposal title. Request for proposals sent via courier must be sealed in a separate envelope inside of the mailer.

**Request for proposals will be received at the Judge's Office, 500 Broadnax, Suite B, Daingerfield, TX 75638 until 9:00 am CST on June 12, 2023.** Request for proposals received after the deadline stated herein will not be considered for award of the contract, and shall be considered void and unacceptable.

The request for proposals will be opened and publicly read immediately after the closing hour.

Morris County reserves the right to reject any and all request for proposals, to waive irregularities, and to accept the request for proposal deemed the most advantageous to the County.

All inquiries about this request for proposal or specifications must be made to Greg Frazier Commissioner Precinct #4, 903-573-4204.

**Morris County  
Request for Proposal**

**RFP #2023-06  
Level & Chip Seal 2.171 miles in Elkins Addition  
(CR1145, CR1147, CR1136, CR1151)**

**RFP OPENING DATE: June 12, 2023 @ 9:00 A.M.**

**LATE PROPOSALS WILL NOT BE CONSIDERED.**

**VENDOR MUST COMPLETE AND SIGN BELOW.**

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Name of Firm/Company

---

Agent's Name (Please Print)

Agent's Title

---

Mailing Address

City

State

Zip

---

Telephone Number

Cell Phone Number

---

Email Address

---

Authorized Signature

Date

CONTRACTOR **AGREES** TO COMPLY WITH ALL CERTIFICATIONS PRESENTED, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ AND AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL. PURCHASES MADE FOR COUNTY USE ARE EXEMPT FROM THE STATE SALES TAX. **DO NOT** INCLUDE TAXES IN YOUR PROPOSAL. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS REQUEST FOR PROPOSAL.

### CERTIFICATIONS

#### Certification regarding Request for Proposals

- 1. "By the signature hereon affixed, the vendor hereby certifies that neither the authorized representative nor the firm, corporation, partnership, or institution represented by the request for proposal, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the request for proposal made to any competitor or any other person engaged in such line of business."

#### Certifications Regarding Debarment

- 2. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 3. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Each vendor will be verified as to the status of debarment with the Federal Government. This verification will take place by checking the SAM website for debarment, suspension, or any other exclusion or declared ineligibility.

The two sites checked will be Sam.gov and [http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred)

#### Certifications Regarding Lobbying

- 4. 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.
- 5. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

These certifications are 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 section 1352 title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Vendor Firm Name/Company

\_\_\_\_\_  
Vendors authorized representative

\_\_\_\_\_  
Date

**Morris County Terms and Conditions**

1. Morris County will accept **sealed request for proposals** Monday through Friday, 8:00 am – 12:00 pm and 1:00 pm – 5:00 pm. Request for proposals must be received by the JUDGE’S OFFICE before the specified hour and date of the opening. At that time, the request for proposals will be publicly opened and read aloud.
2. All sealed request for proposals should be submitted on the original forms provided. Each request for proposal must be sealed and should be placed in a properly identified envelope with request for proposal number, time and date of request for proposal opening.
3. Late request for proposals will be UNOPENED. Late request for proposals will not be considered under any circumstances.
4. Request for proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by vendor or his authorized agent. No request for proposal may be withdrawn after opening without approval, and based on a written acceptable reason.
5. Morris County reserves the right to revise or amend the specifications prior to date set for opening request for proposals. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the County website at [www.co.morris.tx.us](http://www.co.morris.tx.us) If Contractor demonstrates just reason for a change, Morris County must have at **least** five (5) working days’ notice prior to request for proposal opening date.
6. **Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Precinct Commissioner and obtain clarification prior to submitting a request for proposal.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling and other related costs. Request for proposal unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Request for proposals subject to unlimited price increases will not be considered.
8. Request for proposal offered shall be valid for ninety (90) days from opening date.
9. Morris County is exempt from taxes. **DO NOT INCLUDE TAX IN REQUEST FOR PROPOSAL.**
10. Morris County reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Request for proposals **MUST** give full firm name and address. Person signing request for proposal should show **TITLE or AUTHORITY TO BIND FIRM IN A CONTRACT.** Authorized signature should appear on each page of the request for proposal, if specified in the space provided.
12. Any catalog, brand name or manufacturer’s reference used in request for proposal invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Request for proposals on brands of like nature and quality will be considered. If request for proposals on other than reference specifications, vendor must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the request for proposal. If vendor takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items request for proposal 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 request for proposal invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your request for proposal **does not exactly** describe the item to be furnished, then notes in the attached form, “EXCEPTIONS TO REQUEST FOR PROPOSALDER’S PROPOSAL,” must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify request for proposal.
14. NO substitutions or cancellations permitted without written approval of Morris County.
15. All requests for proposal **must meet or exceed the minimum specifications** to be considered as a valid request for proposal. Morris County reserves the right to accept or reject all or any part of any request for proposal, waive minor technicalities and award the request for proposal either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for Morris County.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie request for proposal. Unrealistically short or long delivery promises may cause request for proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from request for proposal list. Delivery shall be made during normal working hours only, 8:00 am to 5:00

pm unless prior approval for late delivery has been obtained.

17. Consistent and continued tie request for proposals could cause rejection of request for proposals by Morris County and/or investigation for Anti-Trust violations.
18. If a request for proposal contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect Morris County from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the Morris County Auditor, 500 Broadnax, Suite F, Daingerfield, TX 75638.
21. Morris County shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by Morris County shall constitute all items request for proposal being received and in good working order to Morris County's satisfaction.
22. Money spent on these road repairs are part of a Texas Department of Transportation Agreement, Project #CTIF\_02\_172. These records will be maintained in our files for five years after the project has been closed out.

# House Bill # 1295 Certificate of Interested Parties as of January 1, 2016.

Any and all resultant contracts of this Invitation for Request for Proposal will require the contractor to complete the Texas Ethics Commission requirements under the State of Texas House Bill # 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the County to contract with a provider.

Therefore, the County requires that, in your response to this Invitation to Request for Proposal, proposer shall include a completed form.

Login information, Forms and Certification download may be obtained at:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

The County strongly encourages respondents to view the *Instructional Video for Business Entities* and review the FAQ's prior to proceeding with the filing.

**Note: A Certification will require the provider to enter a contract/solicitation number in Box 3. That number for this solicitation is 2023-02.**

The steps below need to be taken to complete a contract with Morris County.

1. Complete the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "certificate Number" that is stamped in the upper right hand corner of the form. (To complete the form, you will need a unique contract number which is 2023-02 for this proposal.)
2. Then the business entity executes the form and submits it to the governmental entity on or before the award of the contract, preferably with the request for proposal submittal.

Completed forms may be sent to:

Corina Rubiano  
Morris County Auditor  
500 Broadnax, Suite F  
Daingerfield, TX 75638

Once received, Morris County will notify the Ethics Commission of the receipt of the filed Form 1295 no later than 30 days after the date of the contract date. The original paper copies of the forms will be filed with the original contract.

## SECTION I – GENERAL SPECIFICATIONS

### 1.0 INTENTION OF SPECIFICATIONS

Morris County is requesting proposals for services to be rendered in chip sealing of a portion of .073 miles on CR4301 in Precinct 1, Morris County, TX. Specific roads are listed in Exhibit A.

**RFP shall be submitted by 9:00 am, Monday, June 12, 2023.**

### 2.0 RFP ACCEPTANCE

Morris County reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By request for proposals, the Contractor acknowledges and will adhere to all specifications as stated within this request for proposal packet.

### 3.0 TERM OF CONTRACT

Contract term shall be one (1) time only from date of award.

### 4.0 TERMINATION OF CONTRACT

Morris County reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the County, State or Federal Government from the successful vendor or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful vendor or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the County deems to be otherwise unacceptable.
- g. Additionally, the County and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

### 5.0 EVALUATION AND AWARD

The County shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the County including, but not limited to: (a) adherence to service description/specification/qualification requirement; (b) price; (c) reputation of Contractor and Contractor's services; and (d) Contractor's past relationship with the County. Morris County reserves the right to accept or reject any request for proposal or combination of request for proposals deemed advantageous to it; however, it is the intent of the County to award to a single service provider representing the best value to the County with regard to the factors cited above.

6.0 SPECIFICATION CHANGES

**NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to Morris County website at: [www.co.morris.tx.us](http://www.co.morris.tx.us).

7.0 INVOICES

Invoices must be itemized and issued by department on a monthly basis. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction.

Invoices submitted for payment shall be emailed to [corina.rubiano@co.morris.tx.us](mailto:corina.rubiano@co.morris.tx.us) or mailed to Morris County Auditor, 500 Broadnax, Suite F, Daingerfield, TX 75638.

8.0 REFERENCES

Contractor shall provide a reference list of a minimum of three (3) current customers of comparable size whom the Contractor has recently provided requested services.

9.0 INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless Morris County 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 Contractor under this contract, and including acts or omissions of Morris County or its officers, agents, or employees in connection with said contract.

10.0 EQUAL OPPORTUNITY EMPLOYER

The successful Contractor 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.

11.0 INSURANCE REQUIREMENTS

The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of request for proposal.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$500,000.00;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than



\$1,000,000.00.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is provided as an attachment. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of request for proposal.

#### 12.0 PRICING

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

#### 13.0 ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of Morris County.

#### 14.0 CONTRACTOR'S RESPONSIBILITY

At the time of the opening of request for proposals, each Contractor shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Contractor to examine any form, instrument, document or site shall in no way relieve any vendor from any obligation in respect to this request for proposal.

#### 15.0 ESTIMATED QUANTITIES

Quantities indicated are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the request for proposal price.

#### 16.0 COMPLIANCE WITH LAWS

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

Contractor shall comply with all Federal and State laws and County Ordinances and Codes applicable to the Request for Proposal 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 Morris County, Texas, where venue for any proceeding arising hereunder will lie.

17.0 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of 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.

18.0 SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

19.0 FINAL INSPECTION

The Commissioner will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Commissioner at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance and payment will be made.

20.0 CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the County within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a request for proposal or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form (Form CIQ) to be used to file this notice can be found at:

[www.ethics.state.tx.us/forms/conflict/](http://www.ethics.state.tx.us/forms/conflict/)

21.0 RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory

repudiation of this contract.

22.0 DAMAGE

The vendor shall hold sole responsibility for any damages to the County's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

23.0 ADDITIONAL INFORMATION

If additional information is needed concerning these specifications, please contact Greg Frazier, Commissioner Precinct #1, 903-445-1788; greg.frazier@co.morris.tx.us. Questions regarding this proposal must be submitted in writing or by email prior to 5:00 pm local time, April 30, 2023 to the email listed above as phone questions will NOT be answered.

**SECTION II – SPECIFICATIONS AND PRICING**  
**Level & Chip Seal 2.171 miles**  
**In Elkins Addition**  
**(CR1145, CR1147, CR1136, CR1151)**

**Exhibit “A”**  
**.833 miles on 1145 is part of the**  
**TXDOT Project, No. CTIF\_02\_172**

GENERAL

Morris County desires to contract with a reputable contractor to provide all goods, equipment and services to chip seal approximately 2.171 miles of road in Precinct 4, Morris County, TX. The roads are listed below.

It is incumbent for any and all respondents to site visit each road and offer the best and most cost effective solution.

	<b>County Road</b>	<b>Miles of repair needed</b>	<b>Products Used in Repair</b>		<b>Price</b>
1	CR 1151	.266			
2	CR 1151	.266			
3	CR 1151	.266			
4	CR 1136	.072			
5	CR 1136	.072			
6	<b>CR 1136</b>	.072			
7	<b>CR 1145</b>	.833			
8	<b>CR 1145</b>	.833			
9	<b>CR 1145</b>	.833			
10	<b>CR 1147</b>	1			
11	<b>CR 1147</b>	1			
12	<b>CR 1147</b>	1			
	<b>TOTAL</b>				

**REQUEST FOR PROPOSAL VENDOR RESIDENTS' NONRESIDENT CERTIFICATION**

The 1985 Texas Legislature passed HB620 relating to request for proposals by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

(3) "Nonresident vendors" refers to a person who is not a resident.

(4) "Resident vendors" 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 request for proposal submitted by a responsible resident bidder by an amount that is not less than 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 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 \_\_\_\_\_ is a resident vendor of Texas as defined in Section 2252.001(4), Texas Government Code.

(Company Name)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

I certify that \_\_\_\_\_ is a Nonresident vendor as defined in Section 2252.001(3), Texas Government Code (Company Name)

and our principal place of business is \_\_\_\_\_ (City and State)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**SUPPLIER INFORMATION FORM**

<b>COMPANY'S FULL BUSINESS NAME:</b>	
<b>PHYSICAL ADDRESS:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>REMITTANCE ADDRESS:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>PAYMENT TERMS DISCOUNT:</b>	
<b>COMPANY TAX ID#:</b>	
<b>DUNN # (SAM.GOV)</b>	

**Morris County  
Auditor's Department**

NO RFP NOTIFICATION

REQUEST FOR PROPOSAL TITLE: Level and Chip Seal Roads

REQUEST FOR PROPOSAL NUMBER: 2023-06

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AGENT'S NAME: \_ TELEPHONE: \_

Morris County is interested in receiving competitive pricing on all items request for proposal. We also desire to keep your firm as a vendor and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not submitting a request for proposal on this work. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not request for proposal for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- \_\_\_\_\_ Do not supply the requested product.
- \_\_\_\_\_ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- \_\_\_\_\_ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- \_\_\_\_\_ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- \_\_\_\_\_ Time frame for request for proposal was too short for my organization.
- \_\_\_\_\_ Not awarded a previous contract by the County when you felt you were low bidder.
- \_\_\_\_\_ Other \_\_\_\_\_

**Failure to submit a request for proposal or no-request for proposal notification may result in removal from future request for proposal lists.**

~~~~~  
If you wish to remain on the County's request for proposal list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

**CONTRACTOR'S CAPACITY TO PERFORM**

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

Availability to perform: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

Equipment and operational items: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_(Identify by quantity and type any equipment/assets allocated to contract performance)

Personnel: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_(Identify by quantity and category any personnel assigned to contract performance)

Other Resources: \_\_\_\_\_

\_\_\_\_\_  
(Identify any other resources to be allocated to complete contract performance)



## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Morris

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

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

By(notary public) \_\_\_\_\_

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

## PURCHASING CONTRACTS VERIFICATIONS FORM

HB 89 - Prohibition on Contracts with companies Boycotting Israel \_\_\_\_\_ initial

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amended Texas Local Government code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that 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
3. Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SB 13 – Energy Company Boycotts \_\_\_\_\_ initial

Respondent represents and warrants that:

- (1) it does not, and will not for the duration of the contract, boycott energy companies or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: TEX GOV’T CODE § 2274.002

Guidance: EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov’t Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex. Gov’t Code.

SB 19 - Firearm Entities and Trade Associations Discrimination \_\_\_\_\_ initial

Respondent verifies that:

- (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: TEX GOVT CODE CH. 2274

Guidance: APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state agency:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I, \_\_\_\_\_ (authorized official), being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Government Code Chapter 2270 and Chapter 2274::

1. Does not boycott Israel per HB 89 provisions;
2. Does not boycott energy companies per SB 13 provisions;
3. Does not boycott Firearm entities and trade associations per SB 19

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
TITLE

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

Initial Relevant Sections Above: HB 89, SB 13 or SB 19

## **RFP 2023-06**

### ***Level & Chip Seal 2.171 miles Precinct 4***

### **List of Proposal Submittal Items**

1. Request for Proposal Vendor Form – page 2
2. Certifications - page 3
3. House Bill #1295 Certificate of Interested Parties – page 6
4. Proof of Insurance – pages 8-9
5. Conflict of Interest Questionnaire – page 10 section 20.0
6. Exhibit A – Pricing – page 12
7. Request for Vendor Resident / Nonresident Certification – page 13
8. Supplier Information Form – page 14
9. No RFP Notification – if necessary – page 15
10. Contractor's Capacity to Perform – page 16
11. Non-Collusion Affidavit – page 17
12. Purchasing Contracts Verifications Form – pages 18-19

**DRAFT SAMPLE AGREEMENT**

**Awarded vendor may be required to execute this agreement prior to commencement of service. This is provided for informational purposes only. Any exceptions to this agreement shall be included in request for proposal response.**

AGREEMENT/CONTRACT FOR  
**Level & Chip Seal 2.171 miles Precinct #4**  
Contract # 2023-06

STATE OF TEXAS §

COUNTY OF MORRIS §

THIS AGREEMENT MADE, entered into and executed by and between MORRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter called "COUNTY", and

**NAME OF VENDOR**

Hereinafter called "CONTRACTOR".

WHEREAS, the CONTRACTOR represents that it is fully capable of making and qualified to provide assistance to the COUNTY (or Client) and the CONTRACTOR desires to perform the same;

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I  
SCOPE OF AGREEMENT**

The CONTRACTOR agrees to provide the following services:

**WHAT IS VENDOR GOING TO PROVIDE AND WHEN?**

and for having provided said services, the COUNTY agrees to pay the CONTRACTOR compensation as stated in the sections to follow. The terms and conditions of this Agreement shall take precedence over all attachments. Any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR are intentionally excluded from this Agreement and will not be enforceable against the COUNTY.

**SECTION II  
CHARACTER AND EXTENT OF WORK**

The CONTRACTOR shall provide the services as defined in Section I. The COUNTY shall be under no obligation to pay for any additional services rendered without prior written authorization.

**SECTION III  
TIME FOR PERFORMANCE**

The work under this Agreement shall be completed as detailed in Section 1

The COUNTY reserves the right to terminate this contract at any time during the term of the contract, without cause, with a written thirty (30) days' notice to terminate and pay the contractor for work performed to date.

**SECTION IV  
COMPLIANCE AND STANDARDS**

The CONTRACTOR agrees to provide services hereunder in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. The CONTRACTOR shall and does hereby agree to indemnify and hold harmless the COUNTY, its officers, agents, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and the CONTRACTOR will, at its cost and expense, defend, pay on behalf of, and protect the COUNTY and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the fault of the CONTRACTOR. The indemnification provision shall survive the expiration or termination of the Agreement.

*Force Majeure.* Neither the CONTRACTOR, its suppliers nor the COUNTY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the COUNTY may cancel the services order without penalty.

**SECTION V  
THE CONTRACTOR'S COMPENSATION**

For and in consideration of the services rendered by the CONTRACTOR pursuant to this Agreement, the COUNTY shall pay the CONTRACTOR the amount of **AMOUNT OF CONTRACT SPELLED OUT (\$ XXXXXX)**, which shall be considered as the total fee.

**SECTION VI  
TIME OF PAYMENT**

Payment by the COUNTY to the CONTRACTOR shall be made as follows:

The CONTRACTOR shall be provided a purchase order number from the COUNTY and such number shall be referenced on all invoices submitted to the COUNTY.

On or about the first of each month, the CONTRACTOR shall submit, to the appropriate COUNTY staff member, an invoice in a form acceptable to the COUNTY, setting forth the charges for the service provided which were delivered during such billing period, and the compensation which is due for same. The COUNTY commissioner shall review the same and approve it with such modifications, as deemed appropriate. The COUNTY shall pay each invoice as approved by the COUNTY commissioner within thirty (30) days after receipt of a true and correct invoice by the COUNTY. The approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice or of the receipt of or acceptance by the COUNTY of the services covered by such invoice.

The Commissioner will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Commissioner at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance and payment will be made.

Invoices shall be submitted via electronic mail to the following address:

Morris County Auditor  
500 Broadnax, Suite F  
Daingerfield, TX 75638  
auditor@co.morris.tx.us

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment.

Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act, sets out the required deadlines for payment of the COUNTY'S obligations to its vendors, requirements for vendor's payments to their subcontractors, penalties for failure to comply with the Act and exceptions to the Act.

The Act requires political subdivisions to pay all payments owed not later than forty five (45) days after the goods and services are received, the performance of the service under the contract is completed, or the date the invoice is received, whichever is later. Interest automatically accrues at one percent (1%) per month plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The Act also requires a vendor to pay subcontractors the appropriate share of the vendor's payments from the COUNTY not later than the 10th day after the date the vendor receives the payment. Subcontractors must pay their suppliers, materialmen and servicemen within ten (10) days of receipt of their payment.

When the COUNTY believes there is an error on the invoice received from a vendor, it has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the COUNTY, the vendor must submit a new invoice and the COUNTY has thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.

#### **SECTION VII TERMINATION**

The COUNTY may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this agreement upon thirty (30) days written notice to the COUNTY in the event the COUNTY has failed to pay the CONTRACTOR'S invoices. If the CONTRACTOR has been providing services in accordance with this Agreement, the COUNTY shall pay the CONTRACTOR all amounts due up to the time of termination.

#### **SECTION VIII ADDRESS AND NOTICES AND COMMUNICATIONS**

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

**NAME AND ADDRESS OF VENDOR**

All notices and communications under this Agreement shall be sent to the COUNTY at the following address:

Morris County  
Commissioner Todd Freeman  
500 Broadnax, Suite B  
Daingerfield, TX 75638  
Todd.freeman@co.morris.tx.us

**SECTION IX  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, the CONTRACTOR has been advised by the COUNTY and the CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the COUNTY shall have available the amount budgeted by the COUNTY for materials testing to discharge any and all liabilities which may be incurred by the COUNTY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the COUNTY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the COUNTY.

**SECTION X  
SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the COUNTY nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION XI  
MEDIA**

Contact with the news media shall be the sole responsibility of the COUNTY. The CONTRACTOR shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the COUNTY.

**SECTION XII  
AUTHORITY OF COUNTY PROJECT MANAGER**

All work to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the COUNTY COMMISSIONER. The COUNTY commissioner shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the CONTRACTOR and the decisions of the COUNTY project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the COUNTY Commissioner to alter, vary or amend this Agreement.



**SECTION XIII  
MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect, except for a subsequent modification in writing signed by both parties hereto.

**SECTION XIV  
FISCAL FUNDING**

The COUNTY'S fiscal year is October 1, - September 30.

If this contract extends beyond September 30, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the COUNTY.

**SECTION XV  
INSURANCE REQUIREMENTS**

**INSURANCE AND HOLD HARMLESS AGREEMENT**

The CONTRACTOR shall indemnify and hold the COUNTY harmless from all claims for personal injury, death and/or property damage arising out of or resulting from, directly or indirectly, the CONTRACTOR'S negligent performance of services under this Agreement or by reason of any act or omission on the part of the CONTRACTOR, its officers, directors, servants, agents, employees, representatives, contractors, subcontractors, licensees, successors, or permitted assigns. If any action or proceeding shall be brought by or against the COUNTY in connection with any such liability or claim, the CONTRACTOR, on notice from the COUNTY, shall defend such action or proceedings at CONTRACTOR'S expense, by or through attorneys reasonably satisfactory to the COUNTY. The CONTRACTOR'S obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. The CONTRACTOR shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the CONTRACTOR'S liability as may arise or cause, directly or indirectly, from work performed under terms of this Agreement.

A current certificate of liability insurance is required to be submitted to the Auditor's Office before the COUNTY will enter into a contract with the CONTRACTOR. The certificate of insurance shall be an attachment to the contract document. In addition, the COUNTY will not enter into any separate indemnification or hold harmless agreements with the CONTRACTOR.

**POLICY REQUIREMENTS -**

The CONTRACTOR and all subcontractors performing work for the CONTRACTOR under this Agreement shall furnish a completed insurance certificate to the COUNTY prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

- (a) Worker's Compensation: Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability with minimum limits of \$500,000 each accident and each employee;
- (b) Commercial General Liability: General Liability Coverage with minimum limits of \$1,000,000 each occurrence, \$2,000,000 in aggregate;

(c) Automobile Liability: Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be \$1,000,000 combined single limit each accident for bodily injury and property damage; and

(d) Professional Liability (Errors and Omissions): Coverage Amount \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

The COUNTY shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

The CONTRACTOR agrees, with respect to the above required insurance, that all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

(a) The CONTRACTOR shall notify the COUNTY of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The CONTRACTOR shall provide a replacement CERTIFICATE OF INSURANCE prior to such change or cancellation;

(b) Provide for notice to the COUNTY at the address shown in this Agreement;

(c) The CONTRACTOR agrees to waive all the CONTRACTOR'S, its officers, employees, agents, assigns, and successors' rights of subrogation against the COUNTY, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the CONTRACTOR will provide a waiver of subrogation endorsement against the COUNTY.

(d) The COUNTY, its elected and appointed officials, employees and agents shall be listed as additional insured to the required coverage. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, the policies or endorsements may be made without thirty (30) days prior written notification to the COUNTY. Any termination of coverage without replacement shall result in immediate termination of this Agreement.

**COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE COUNTY AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

NOTICES

All notices shall be given to the COUNTY at the following address:

Morris County  
Commissioner Todd Freeman  
500 Broadnax, Suite B  
Daingerfield, TX 75638

**APPROVAL**

Approval, disapproval, or failure to act by the COUNTY regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

**SECTION XVI  
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas, except for the conflict of law provisions, with venue in Morris County, Texas and the CONTRACTOR hereby consents to such jurisdiction and venue.

**SECTION XVII  
SEVERABILITY**

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**SECTION XVII  
CONTRACT SIGNATURE SHEET**

This document and the included exhibit, except for any terms and conditions attached to or included in the Scope of Work by the CONTRACTOR, is the entire Agreement and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the said COUNTY has lawfully caused these presents to be executed by the COUNTY JUDGE of said COUNTY, and the said CONTRACTOR, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by MORRIS COUNTY, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**VENDOR NAME**

**MORRIS COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DOUG REEDER

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

COUNTY JUDGE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date