

**Request for Qualifications (RFQ)  
for Engineering/Surveying Services  
RFQ 2024.06**

June 14, 2024

Re: Proposed Contract Funding for the  
LPDM23 Project F8-S2

Attached is a copy of the County of Hudspeth Request for Qualifications (RFQ) for engineering services. These services are being solicited to assist the County of Hudspeth in its application and project implementation of a contract(s), from the LPDM23 Project F8-S2.

The County of Hudspeth has been awarded funding to support infrastructure activities in the County of Hudspeth.

One contract may be awarded as a result of this solicitation. The County will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this request for qualifications are also included on the attached Request for Qualifications (RFQ). Firms and/or individuals should have past experience with federally funded programs.

**Please submit SEALED RFQ (one original) to:**

**Honorable Joanna E. Mackenzie  
Hudspeth County Judge  
Hudspeth County Courthouse  
109 Millican St.  
Sierra Blanca, TX 79851**

**The outside of the sealed 9 x 12 or larger envelope must be clearly marked:**  
RFQ LPDM23 Project F8-S2.

Along with your proposal of services and statement of qualifications, you must include the following:

- Cost of Services: Infrastructure
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- System for Award Management – Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a print out of the search results that includes the record date and complete the Certification Regarding Debarment & Suspension and Other Responsibility Matters form.
- Affidavit
- Certificate of Interested Parties, Form 1295 – Must include when submitting your RFQ
- Conflict of Interest Questionnaire, Form CIQ – Every vendor doing business with the County or seeking to do business with the County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
- Copy of your current certificate of insurance for professional liability
- House Bill 89 Verification
- Residence Certification
- W-9

**The deadline for submission of proposals of services and statement of qualifications is 2:00 PM, Friday, July 5, 2024.** It is the responsibility of the submitting entity to ensure that the RFQ is received in a timely manner. RFQs received after the deadline will not be considered for award, regardless of

whether or not the delay was outside of the control of the submitting entity. The County of Hudspeth reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

These services are being funded by the LPDM23-Legislative Pre-Disaster Mitigation Grant FY23, FEMA, and/or other local funding sources.

The County of Hudspeth, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals of services and statement of qualifications.

Sincerely,

*Joanna E. Mackenzie*

Joanna E. Mackenzie  
Hudspeth County Judge  
jmackenzie@co.hudspeth.tx.us  
915-369-2321

**Specifications/Scope of Work  
Request for Qualifications (RFQ)  
for Engineering/Surveying Services  
RFQ 2024.06**

The County of Hudspeth is seeking to enter into an engineering/surveying services contract with a state-registered engineer/surveyor. The following outlines this request for qualifications.

**I. Scope of Work**

The engineering/surveying contract will encompass all application and project-related engineering/surveying services to the County of Hudspeth under its LPDM23-Legislative Pre-Disaster Mitigation Grant FY23, including but not limited to the following:

**Post-Funding Services**

- Initial Engineering and Design Support
- Engineering and Final Design Support
- Contract Management and Engineering/Surveying Oversight
- Specialized Services

Actual tasks to be performed, including but not limited to the following under each of these categories.

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

This project scoping activity will address the repeated damage to residential properties and infrastructure in the colonias due to frequent flooding because of the lack of a regulated stormwater system. The Fort Hancock East Units I, II and III Colonias were constructed post-FIRM and do not appear on the FIRM for the Fort Hancock area, effective November 11, 1985. The colonias currently do not have a formal, planned stormwater drainage system to convey water away from developed areas. No analyses have been conducted to document the flood risk in the community. Post-flood documentation does exist that illustrates the damages to roadways and residential property.

Under this project scoping activity, a hydrologic and hydraulic analysis (H&H analysis) will be conducted for drainage subbasins throughout the City to determine flood risk. The results of the analysis will be used to identify flood mitigation projects to reduce flooding in areas along 5th Street, Black Foot Road, and Apache Road. The analysis will help prioritize the projects based on greatest impact in reducing flood risk and complete grant sub-application package(s) will be developed for the prioritized project(s). Sub-application packages will include a detailed scope of work, the H&H analysis and mapping, engineering drawings, project schedule, detailed cost estimate, BCA, and information required for EHP review to provide "shelf-ready" mitigation projects.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX a4.) FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

**II. Statement of Qualifications**

The County of Hudspeth is seeking to contract with a competent engineering/surveying firm, registered to practice in the State of Texas that has had experience in the following areas:

- Engineering/Surveying including but not limited to disaster recovery and/or mitigation, projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded engineering/surveying projects; and
- Projects located in this general region of the state

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers/surveyors that will or may be assigned to this project if you receive the engineering/surveying services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability.

III. Proposed Cost of Services

Please provide your cost proposal to accomplish the scope of work by activity (Infrastructure) outlined above and for any additional services required. The proposal must include all costs that are necessary to successfully complete these activities. Firms may submit proposals for any or all activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract.

IV. Evaluation Criteria

The proposals received will be evaluated and ranked according to the following criteria:

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

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

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

VI. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

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

## VII. Submission Requirement

Along with your proposal of services and statement of qualifications, you must include the following:

- Cost of Services: Infrastructure
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- System for Award Management – Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a print out of the search results that includes the record date and complete the Certification Regarding Debarment & Suspension and Other Responsibility Matters form.
- Affidavit
- Certificate of Interested Parties, Form 1295 – Must include when submitting your RFQ
- Conflict of Interest Questionnaire, Form CIQ – Every vendor doing business with the County or seeking to do business with the County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
- Copy of your current certificate of insurance for professional liability
- House Bill 89 Verification
- Residence Certification
- W-9

## VIII. Deadline for Submission

The complete submittal, consisting of one (1) original, of your proposal of services and statement of qualifications for the proposed services and all required information and forms must be received in the County Judge's office no later than **2:00 PM, Friday, July 5, 2024**. It is the responsibility of the submitting entity to ensure that the RFQ is received in a timely manner. RFQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

**Please submit your RFQ to the following address:**

Honorable Joanna E. Mackenzie  
Hudspeth County Judge  
Hudspeth County Courthouse  
109 Millican St.

Sierra Blanca, TX 79851

**The RFQ must be delivered in a sealed 9 x 12 or larger envelope clearly marked on the outside “RFQ 2024.06 LPDM23- Engineering/Surveying Services”.**

## **SCOPE OF WORK**

The Contractor shall provide the following scope of services:

### **SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and Federal Community Development Block Grant Mitigation (“CDBG-MIT”) statutory responsibilities related to mitigation for presidentially declared disasters in

Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

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

### **General Requirements**

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

### **Initial Engineering and Design Support**

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

- a) Provide all project information necessary to ensure timely execution of the environmental review.
- b) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Required permits
  - ix. Quantities
- c) Design surveying, topographic and utility mapping.
- d) Perform subsurface explorations for project sites, as necessary.
- e) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- f) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- g) Identify, acquire and submit all necessary permits and approvals required for design approval.
- h) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- i) Prepare plans and profiles, including vertical design information for the selected alternative.
- j) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- k) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property

- boundary maps and legal descriptions of parcels to be acquired.
- I) Provide shelf ready projects based on study findings.

### **Engineering and Final Design Support**

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

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Required permits
  - ix. Quantities
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Specialized Services**

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

- a) Provide H&H Analysis and Mapping
- b) Provide Engineering Drawings
- c) Provide Project Schedule
- d) Provide Detailed Cost Estimate
- e) Provide Benefit Cost Analysis
- f) Provide EHP Information for shelf-ready Projects
- g) Provide all Grant Application documents for shelf-ready projects
- h) Provide Detailed Scope of Work for Shelf-ready Projects



## *Engineering/Surveying Services Rating Sheet*

*How RFQ will be rated*

# Engineer/Surveyor Rating Sheet

Grant Recipient \_\_\_\_\_

LPDM23

Name of Respondent \_\_\_\_\_

Date of Rating \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

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

Comments

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

## **Work Performance**

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

**NOTE:** Information necessary to assess the respondent on these criteria may be gathered from past experience with the respondent and/or by contacting past/current clients.

## **Capacity to Perform**

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

## **TOTAL SCORE FROM EACH ABOVE CATEGORY**

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

## *Required RFQ Forms*

- Proposal of Services and Statement of Qualifications
- Cost of Services: Infrastructure
- Affidavit
- Certificate of Interested Parties, Form 1295 – Must include when submitting your RFQ
- Conflict of Interest Questionnaire, Form CIQ – Every vendor doing business with the County or seeking to do business with the County must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.
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- Copy of Current Certificate of Insurance for Professional Liability.
- House Bill 89 Verification
- Residence Certification
- W-9

*Insert*

*Proposal of Services*

*and*

*Statement of Qualifications*

## Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$\_\_\_\_\_

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	Amount of Profit
\$1 million		
\$5 million		
\$10 million		
\$50 million		
\$100 million		
\$250 million		

### Hourly Rates

[illegible]

STATE OF TEXAS            { }

**AFFIDAVIT**

COUNTY OF HUDSPETH   { }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the following, who, upon oath says:

I am the Manager, Secretary, or other Agent or Officer or the Principal of the Proposer in the matter of the request for qualifications to which this affidavit is attached, and I have full knowledge of the relations of the Proposer with the other firms in this same line of business, and the Proposer is not a member of any trust, pool or combination to control the price of the services in this proposal, or to influence any person to submit a proposal or not to submit a proposal thereon.

I affirm that I am duly authorized to execute this request for qualifications, that this company, corporation, firm, partnership or individual has not prepared this RFQ in collusion with any other proposer.

I further affirm that the Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name and Title of Affiant

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

**Hudspeth County, Texas**  
**POLICY OF COMPLIANCE**  
**SECTION 2252.908 TEXAS GOVERNMENT CODE**  
**Approved by Commissioners Court May 10, 2022**

**BACKGROUND**

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

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

The Texas Ethics Commission promulgated rules to implement the law and established an online portal [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A business entity will generate Form 1295 online. Hudspeth County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

**COMPLAINCE**

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

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

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295****OFFICE USE ONLY**

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

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

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

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

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

**5** Check only if there is **NO** Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



## **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.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

### Certification Regarding Lobbying

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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

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

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

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

**Disclosure of Lobbying Activities**

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

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

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

- Include a printout of the search results for company and company principal(s) that includes the record date  
AND
- Complete the Certification Regarding Debarment & Suspension and Other Responsibility Matters form.

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

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

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

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Name and Title of Authorized Agent

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Date

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Signature of Authorized Agent

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

# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **Implementation in the SRF Programs**

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

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

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

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

## **Additional References**

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

*Insert*

*Copy of Current Certificate of Insurance for Professional Liability*

**HOUSE BILL 89 VERIFICATION**  
**CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001**

I, \_\_\_\_\_, the undersigned representative of  
Representative

\_\_\_\_\_, (hereafter referred to as Company) being an  
Company or Business Name

adult over the age of eighteen (18) years of age, verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Hudspeth County, Texas.

*Pursuant to 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.*

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.

## RESIDENCE CERTIFICATION

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

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

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

☐ I certify that \_\_\_\_\_ is a "Nonresident Bidder" of Texas  
(Company Name)  
as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_.  
(City and State)

☐ I certify that \_\_\_\_\_ is a "Resident Bidder" of Texas as  
(Company Name)  
defined in Government Code §2252.001.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Agent

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) <b>HUDSPETH COUNTY</b> <b>109 W. MILLICAN ST/PO BOX 68</b> <b>SIERRA BLANCA, TX 79851</b> <b>PHONE: (915) 369-2321</b>
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

## *Required Contract Provisions*

## REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	<p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>Contracting with 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> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p>	2 CFR 200.321



	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
None	<p>Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.</p>	<p>Texas Government Code 2270.002</p>
None	<p>Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.</p>	<p>Texas Government Code 2252.152</p>
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award will be funded by LPDM funds that have been awarded.</p>	<p>Optional</p>

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant 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</p>	<p>41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)</p>

	<p>individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <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 subcontract or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant 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 applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant 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,</p>	
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	<p>regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[80 FR 54975, Sept. 11, 2015]</p>	
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THRESHOLD	PROVISION	CITATION
>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give 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>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	<p>employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	
>\$100,000	<p>All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)</p>	24 CFR §135.38

	<p>preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>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.</p>	<p>42 U.S.C. 6201</p>

*Hudspeth County, Texas*  
*General Conditions*

*If Applicable*



## **HUDSPETH COUNTY, TEXAS GENERAL CONDITIONS**

Read all documents carefully. Follow all instructions. Vendors are responsible for fulfilling all requirements and specifications.

General Conditions, *if applicable*, apply to all advertised bids, proposals and/or contracts; however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

### **Governing Law:**

Vendor is advised that the Invitation to Bid, Request for Proposal and/or Contract shall be fully governed by the laws of the State of Texas and that Hudspeth County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Invitation to Bid, Request for Proposal and/or Contract.

All parties agree that the venue for any litigation arising from this Invitation to Bid, Request for Proposal and/or Contract shall be held in Sierra Blanca, Hudspeth County, Texas.

### **Bid, Proposal and/or Contract Form Completion:**

Once a bid, proposal and/or contract is released for bidding, Hudspeth County will not answer any questions except through an addendum that has been approved by Hudspeth County Commissioners' Court or at a mandatory pre-bid meeting.

Fill out, sign, and return to the Hudspeth County Judge's Office the required number of bid forms, proposal forms, and/or contracts, and any other required information by the day and time the bid, proposal and/or contract is due.

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

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bid, proposal and/or contract. If an error is made, the vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

### **Bid, Proposal and/or Contract Return:**

On or before the due date and time, the bidder must return all completed bids, proposals and/or contracts and required information and copies to the Hudspeth County Judge's Office, 109 Millican St. / PO Box 68, Sierra Blanca, Texas.

The clock in the Hudspeth County Judge's office is the official clock that will be used in determining the time the bid, proposal and/or contract is received and the time the bid, proposal and/or contract will be opened. A late delivery with an early postmark will not suffice.

Hudspeth County will not be responsible for the delivery of your bid, proposal and/or contract to the office of the Hudspeth County Judge. Hudspeth County is not responsible for late deliveries due to mail, carrier, etc. Hudspeth County does not accept faxed or emailed bids, proposals and/or contracts. If the vendor would like to confirm the delivery of their bid, proposal and/or contract, the vendor may call the Hudspeth County Judge's office at 915-369-2321. Late bids, proposals and/or contracts will not be accepted. Bids, proposals and/or contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, proposals and/or contracts must be submitted in a sealed 9 x 12 or larger envelope, addressed as follows: Honorable Joanna E. Mackenzie, Hudspeth County Judge, Hudspeth County Courthouse, 109 Millican St. / PO Box 68, Sierra Blanca, TX 79851.

The outside of the envelope must be clearly marked: SEALED BID (PROPOSAL) and the name of the bid or proposal and bid, proposal and/or contract number, if any, must also be clearly stated.

**Withdrawal of BID, Proposal and/or Contract:**

A vendor may withdraw their bid, proposal and/or contract before Hudspeth County's acceptance of the bid, proposal and/or contract without prejudice to the vendor, by submitting a written request for its withdrawal to the Hudspeth County Judge and mail or hand deliver to the address the bid, proposal and/or contract was submitted to.

A bid, proposal and/or contract that were opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the bid, proposal and/or contract price. Bids, proposals and/or contracts containing an error may be offered "as is" or withdrawn by the vendor in accordance with applicable State Laws.

**Bid, Proposal and/or Contract Opening and Award:**

Vendors are invited to be present at the opening and awarding of the bid, proposal and/or contract.

**Governing Forms:**

In the event of any conflict between the terms and provisions of these conditions and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hudspeth County's interpretation shall govern.

**Addendums:**

When specifications are revised, the Hudspeth County Auditor's Office will send each bidder that received a bid, proposal and/or contract package the addendum once it has been approved by Hudspeth County Commissioners' Court. No addendum can be sent out until Hudspeth County Commissioners' Court has approved the addendum.

**Hold Harmless Agreement:**

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

**Waiver of Subrogation:**

Vendor and vendor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hudspeth County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.

**Bonds:**

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

**Taxes:**

Hudspeth County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes. Tax exempt forms will be furnished upon request to the Hudspeth County Auditor's Office.

**Pricing:**

Prices for all goods and/or services shall be firm for the duration of this bid, proposal and/or contract and shall be stated on the bid sheet, proposal and/or contract. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible. Pricing on all transportation, freight, and other charges are to be prepaid by the vendor and included in the bid, proposal and/or contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, vendor must indicate the items required and their costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**Inspections:**

Hudspeth County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department before accepting them.

**Testing:**

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

**Material Safety Data Sheets:**

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

**Awards:**

Hudspeth County reserves the right to award this bid, proposal and/or contract on the basis of lowest and/or best bid, proposal and/or contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one vendor, to reject any or all bids, proposals and/or contracts and to be the sole judge in determining which bid, proposal and/or contract will be most advantageous to Hudspeth County.

Hudspeth County will evaluate and award a bid, proposal and/or contract based on lowest and best bid, proposal, and/or contract meeting specifications. "Lowest and best bid, proposal and/or contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Hudspeth County reserves the right to accept and/or reject any/all of the options bid and/or proposed as it deems to be in the best interest of the County. An award is final only upon formal execution by Hudspeth County Commissioners' Court.

In the event of tie bids, proposal and/or contracts, the winning bid, proposal and/or contract is determined per the Texas Local Governmental Code 262.027(b).

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

**Assignment:**

The successful vendor may not assign, sell or otherwise transfer this bid, proposal and/or contract without written permission of Hudspeth County Commissioners' Court.

**Term of Bids, Proposals and/or Contracts:**

If the bid, proposal and/or contract are intended to cover a specific time period, said time will be given in the specifications and/or instructions.

**Bid, Proposal and/or Contract Obligation:**

Bids, proposals and/or contracts are awarded only upon formal execution by Hudspeth County Commissioners' Court. If a contract is required, the Hudspeth County Judge or other person authorized by Hudspeth County Commissioners' Court must sign the contract before it becomes binding on Hudspeth County. No person is authorized to sign contracts and/or agreements until authorized by Hudspeth County Commissioners' Court.

**Delivery:**

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

**Rejections:**

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

All disputes concerning quality of supplies, products, and/or services delivered under this bid, proposal and/or contract will be determined by Hudspeth County Commissioners' Court or their designated representative.

**Termination:**

Hudspeth County reserves the right to terminate the bid, proposal and/or contract for default if the vendor breaches any of the terms therein, including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Hudspeth County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hudspeth County's satisfaction and/or to meet all other obligations and requirements.

Bids, proposals and/or contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The vendor or Hudspeth County must state therein the reasons for such cancellation. Hudspeth County reserves the right to award canceled bid, proposal and/or contract to the next lowest and best vendor that met specifications and is deemed to be in the interest of Hudspeth County.

**Delinquent Property Taxes:**

Hudspeth County reserves the right to reject any bid, proposal and/or contract submitted by a vendor owing delinquent property taxes to Hudspeth County, Texas.

If the vendor subsequently becomes delinquent in the payment of Hudspeth County taxes this may be grounds for cancellation of the bid, proposal and/or contract. Despite anything to the contrary, if the vendor is delinquent in payment of Hudspeth County taxes at the time of invoicing, vendor assigns any payments to be made under this bid, proposal and/or contract to the Hudspeth County Tax Assessor Collector for the payment of delinquent taxes.

**Certificate of Interested Parties – Form 1295**

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

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

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

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

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (bids and/or proposals also require Form 1295). The law does not apply to a contract, bid and/or proposal between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within thirty (30) days of approving a contract with a business entity. Governmental transparency is the objective of the law.

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

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

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

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

**Debarment:**

Vendor certifies that at the time of submission of its bid, proposal and/or contract, vendor was not on the federal government's list of suspended, ineligible or debarred vendor and that vendor has not been placed on this list between the time of its bid, proposal and/or contract submission and the time of execution of the bid, proposal and/or contract.

If vendor is placed on this list during the term of the bid, proposal and/or contract, the vendor shall notify the Hudspeth County Auditor. False certification or failure to notify may result in termination of the bid, proposal and/or contract for default.

**Invoices and Payments:**

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

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

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

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

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

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

**Gratuities:**

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

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

**Warranty Product:**

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

In the event products sold and/or services provided do not conform to OSHA Standards, where applicable, Hudspeth County shall return the product for correction or replacement at the vendor's expense. In the event that services do not conform to OSHA Standards, Hudspeth County may immediately stop the services and seek reimbursement for said services at the vendor's expense. In the event the vendor fails to make the appropriate correction within a reasonable time, correction made by Hudspeth County shall be at the vendor's expense.

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this bid, proposal and/or contract voidable at the option of Hudspeth County.

Vendor warrants that the goods and/or services furnished will conform to the specifications, general conditions, drawings, and/or descriptions listed in the bid invitation, proposal and/or contract and to the sample(s) furnished by vendor, if any. In the event of a conflict between the specifications, general conditions, drawings, and/or descriptions, the specifications shall govern.

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

Items supplied under this bid, proposal and/or contract shall be subject to Hudspeth County's approval. Successful vendor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced to Hudspeth County's satisfaction by the successful vendor at no expense to Hudspeth County.

**Cancellation:**

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

**Force Majeure:**

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

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



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

**Waiver:**

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

**Applicable Law:**

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

**Prohibition against Personal Interest in Bids, Proposals and/or Contracts:**

No officer or employee of Hudspeth County shall have financial interest, direct or indirect, in any bid, proposal and/or contract with Hudspeth County, or shall be financially interested, directly or indirectly, in the sale to Hudspeth County of any land, materials, supplies, or service, except on behalf of Hudspeth County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with Hudspeth County shall render the bid, proposal and/or contract involved voidable by the Hudspeth County Commissioners' Court.

**Insurance:**

Before commencing work, the successful vendor shall be required, at his own expense, to furnish the Hudspeth County Auditor within ten (10) days of notification of award with a certificate of insurance showing the following minimum insurance coverage to be in force throughout the term of the bid, proposal and/or contract (higher rates may apply depending upon type of contract):

Commercial General Liability/General Aggregate (\$1,000,000/2,000,000 or greater)

Workers' Compensation (at Statutory Limits)

Employers Liability (\$1,000,000 or greater)

Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)

The certificate must reflect that Hudspeth County, Texas is an additional insured on the General Liability coverage.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the Hudspeth County Auditor by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**OSHA Requirements:**

Vendor must meet all Federal and State OSHA requirements.

The vendor or contractor hereby guarantees to Hudspeth County that all materials, supplies, equipment and/or services listed on the bid, proposal and/or contract, purchase order or invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

**Protest Procedures:**

All protests and disputes will be held in Sierra Blanca, Hudspeth County, Texas.

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

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

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

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

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

**Public Information Act:**

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

**HUDSPETH COUNTY AUDITOR**

To request information from Hudspeth County, please contact:

Yolanda Esparza  
Hudspeth County Auditor  
Hudspeth County Courthouse  
P. O. Box 279  
Sierra Blanca, Texas 79851  
Phone: 915-369-4147  
Fax: 915-369-2407  
Email: [yesparza@co.hudspeth.tx.us](mailto:yesparza@co.hudspeth.tx.us)

To request a bid and/or proposal packet from Hudspeth County, please contact:

Yolanda Esparza  
Hudspeth County Auditor  
Hudspeth County Courthouse  
P. O. Box 279  
Sierra Blanca, Texas 79851  
Phone: 915-369-4147  
Fax: 915-369-2407  
Email: [yesparza@co.hudspeth.tx.us](mailto:yesparza@co.hudspeth.tx.us)

Bid and/or proposal packets may also be viewed on Hudspeth County's website, [www.co.hudspeth.tx.us](http://www.co.hudspeth.tx.us), under Bid Notices and Results.