

WHEELER COUNTY

**401 S. Main Street
PO Box 69
Wheeler, TX 79096**

**INVITATION FOR BIDS (IFB)
COMPETITIVE PROCUREMENT FOR
Road Materials 2026
Contract #RB_2026_1**

This IFB is being supported
by federal award number SLFRP2424

allocated to the

Wheeler County

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury



Prepared By: Wheeler County Auditor's Office

American Rescue Plan Act (ARPA) Invitation for Bids (IFB)

November 13, 2025

Re: Invitation for Bids (IFB) for Road Materials funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

Wheeler County, Texas, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing an Invitation for Bids (IFB) for road materials. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

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

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

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

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INVITATION FOR BID – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

- 1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.
- 1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding required elements for this IFB.
- 1.1.3 Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section and return with the signed bid sheet to the Entity's Sole Point of Contact.

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
IFB NOTICE DATE:	November 13, 2025
VENDOR QUESTIONS DUE:	November 28, 2025, 4:00 p.m.
QUESTIONS ANSWERED BY:	December 2, 2025, 4:00 p.m.
BID DUE DATE:	December 4, 2025, 10:00 a.m.
BID OPENING DATE:	December 4, 2025, 11:00 a.m.
ESTIMATED AWARD DATE:	December 8, 2025
RESPONSE REQUIREMENTS	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	Nichole Mock
ADDRESS:	PO Box 69, 401 S. Main St, Wheeler, TX 79096
EMAIL:	WCBid@co.wheeler.tx.us
PHONE:	806-826-0204
Mailed or hand-delivered , sealed bids (an original and 4 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, IFB number, and time/due date of IFB.	
For mail or hand-delivery , deliver response and all attachments to:	

NAME:	Nichole Mock
TITLE:	C/O Wheeler County Auditor
ADDRESS:	401 S. Main St, Wheeler, TX 79096

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost bid.

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

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

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

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing an Invitation for Bids (IFB) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** Wheeler County is seeking bids for road material for the 2026 contract year, 12/1/2025-11/30/2026. Base Material includes Gyprock, Caliche, and/or Mill Rock material. Wheeler County will select material based on price per ton, quality of material, bidder's loading equipment availability, and proximity to ongoing and future Wheeler County Road Work. In determining the lowest and best bid for a contract for the purchase of road construction material, the County may consider the pickup location of the bidders and the cost to the County of hauling the material to be purchased.

2.1.2 Please see below Scope of Work & Pricing Sheet for Material types.

- 2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

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

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including pick-up date and pick-up location, and shall expire upon final acceptance by the Entity.

2.5 BID ACCEPTANCE

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

The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.

- 2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

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

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

- 2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this IFB at any time.
- 2.5.9 All bids become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Respondent that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.10 IFB Respondents assume all costs of preparation of the bid. IFB responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

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

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

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

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

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

3.2 SCOPE OF SERVICES Construct

- 3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Invoice Template

- 3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

- 3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.
- 3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- 3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 Warranty Requirements: The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 PICK-UP ACCEPTANCE

3.3.1 Pick-Up Schedule: Entity shall pick-up materials during the regular business hours of the Respondent

3.4 COMPLIANT PRODUCTS: If pick-up does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's pick-up location, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. **NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.**

3.5 ACCEPTANCE: All road materials ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not picked-up in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.6 RECORD KEEPING

- 3.6.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/products as instructed by the Entity.
- 3.6.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.7 TERMS AND CONDITIONS

3.7.1 Indemnity Clause – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

- 3.7.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.
- 3.7.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.
- 3.7.4 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
- 3.7.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Wheeler County, Texas, where venue for any proceeding arising hereunder will lie.
- 3.7.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION:

Pass/Fail

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

4.2 FINANCIAL STABILITY OF RESPONDENT:

Pass/Fail

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

4.3 TECHNICAL REQUIREMENTS:

100 Points Total

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

4.4 EVALUATION CRITERIA AND RATING SHEET:

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

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

Initial Compliance Screening

The Entity will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Additional Evaluation Criteria

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

Evaluation Process: *The Entity’s Evaluator(s) completes a Rating Sheet using the criteria described below. The bid submitted must be a firm-fixed price.*

Rating Sheet

EVALUATION CRITERIA	SCORE
Responsiveness of Bid	Pass/Fail
Financial Stability	Pass/Fail
Pricing	100
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see Schedule of Events + Response Requirements on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.3 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

- 5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and
- 5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.4 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.5 PRICING

- 5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).
- 5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for 365 days from response due date.
- 5.6.3 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.
- 5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A	PROJECT SCOPE OF WORK
EXHIBIT B	REQUIRED CONTRACT PROVISIONS
EXHIBIT C	INVOICE TEMPLATE
EXHIBIT D	ESTIMATED QUANTITIES

EXHIBIT A – PROJECT SCOPE OF WORK

Wheeler County, Texas is soliciting bids for road materials for the 2026 fiscal year. With this purchase, the County will be maintaining and improving County roads.

The Commissioner's Court of Wheeler County has authorized procurement for road material for general maintenance of Wheeler County roads from multiple vendors. The County will receive sealed bids for gyprock (commonly referred to as gravel), caliche, and mill rock road material.

Please see attached pricing sheet to complete for each requested road material type. Bids received may be priced by Truck Load or Tonnage

Wheeler County will be picking up the materials at each awarded vendors' plant location with County resources.

Wheeler County will select material based on price, quality of material, bidder's loading equipment availability, and proximity to ongoing and future Wheeler County Road work. In determining the lowest and best bid for a contract for the purchase of road construction material, the County may consider the pickup and delivery locations of the bidders and the cost to the county of hauling the material to be purchased.

EXHIBIT B – ARPA REQUIRED PROVISIONS

2 CFR 200.327 Contract provisions. The Non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$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 affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	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.” 41 CFR 60-1.4 Equal opportunity clause. (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: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (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: 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,	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: 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. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work		

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	on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (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.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients

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	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.		
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)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (a) A recipient or subrecipient 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 of 1976 as amended, 42 U.S.C. 6962 . The requirements of Section 6002 include procuring only items designated in the 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.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.		
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

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	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 References & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	(a) A recipient or subrecipient 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 of 1976 as amended, 42 U.S.C. 6962 . The requirements of Section 6002 include procuring only items designated in the 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	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients

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	materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.		
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.] Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.] (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.] (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.] (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for 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) must be retained according to the applicable option below: (1) <i>If submitted for negotiation.</i> When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. [All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.] (2) <i>If not submitted for negotiation.</i> When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. [All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether:	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

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	(1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

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		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		applicable	
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	operating company-owned, rented or personally owned vehicles.	Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

EXHIBIT C – INVOICE TEMPLATE

INVOICE

Invoice #:
Date:
Time:

Company: _____
Billing Address: _____
Phone Number: _____
Email: _____

Bill to: Wheeler County
Address: PO Box 69
Wheeler, TX 79096
Phone 808-826-0204
Email Address nichole.mock@co.wheeler.tx.us

Location	Time Picked Up	Item	Quantity	Rate	Ton or Load	Price
					TOTAL	

Wheeler County Signature: _____
Vendor Signature: _____

Subject to Terms & Conditions included in Contract #RB_2026_1

EXHIBIT D – ESTIMATED QUANTITIES

Estimated Total Quantity (Tons) per Road Material for FY 2026

TYPE	Crushed Rock 2.5"	Crushed Rock 1.5"	Mill Rock	Caliche	County Special
TONS	23000	900	100	6300	250

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1. ATTACHMENT A SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2. ATTACHMENT B PRICING SHEET
3. ATTACHMENT C SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4. ATTACHMENT D CUSTOMER/CLIENT REFERENCES
5. ATTACHMENT E CERTIFICATE OF INSURANCE (NOT APPLICABLE)
6. ATTACHMENT F ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT (OPTIONAL)
8. ATTACHMENT G TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
9. ATTACHMENT H CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
10. ATTACHMENT I DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
11. ATTACHMENT J BIDDER'S CERTIFICATION
12. ATTACHMENT K NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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

SUBMISSION CHECKLIST

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

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

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Wheeler County - Contract #RB_2026_1 Road Material Bid Form

Item	Material	Cost Per Ton	Cost Per Load
1	Crushed Rock 2.5"		
2	Crushed Rock 1.5"		
3	Mill Rock		
4	Caliche		
5	County Special (rock with dirt/clay mix)		
6	Other _____		
Pick-Up Locations:	Company Plant Locations (Addresses):		

Will your firm provide equipment capable of loading hauling trucks (e.g. 24-ton capacity belly-dump trailers)?
_____Yes _____No

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

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

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

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the bid submittal. The bid response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

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

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

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP:

CONTACT NAME:

CONTACT EMAIL:

CONTACT PHONE:

*UEI #

**TIN #

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. UEIs for Contractors/Vendors are encouraged but not required as clarified by Treasury on 12/14/2023. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts.

**Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: "If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."

[INITIAL]

CERTIFICATION & SIGNATURE

We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.

We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

PRINTED NAME & TITLE

DATE

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance

Yes [] No []

Note:

State of Texas Debarred Vendor List Cleared

Yes [] No []

Note:

Verified By:

Yes [] No []

Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the bid being considered non-responsive. Failure to provide references may result in the bid being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(Not Applicable)

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

COMPANY

PRINTED NAME, TITLE

DATE

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

Form provided by Texas Ethics Commission

ATTACHMENT H: CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1	Name of vendor who has a business relationship with local governmental entity. 	
2	<input style="margin-right: 10px;" type="checkbox"/> 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	<input style="margin-right: 10px;" type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	Name of signatory Signature Date	

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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

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

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

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

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

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

...

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL 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 of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language in paragraphs (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

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. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

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

ATTACHMENT J: BIDDER'S CERTIFICATION

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

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

I certify that _____ (Company Name) is a

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

OR

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

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

ATTACHMENT K: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Signature: _____
Printed Name: _____
Title: _____
Company: _____
Date: _____

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

Notary Public in and for the
State of Texas

My commission expires: _____