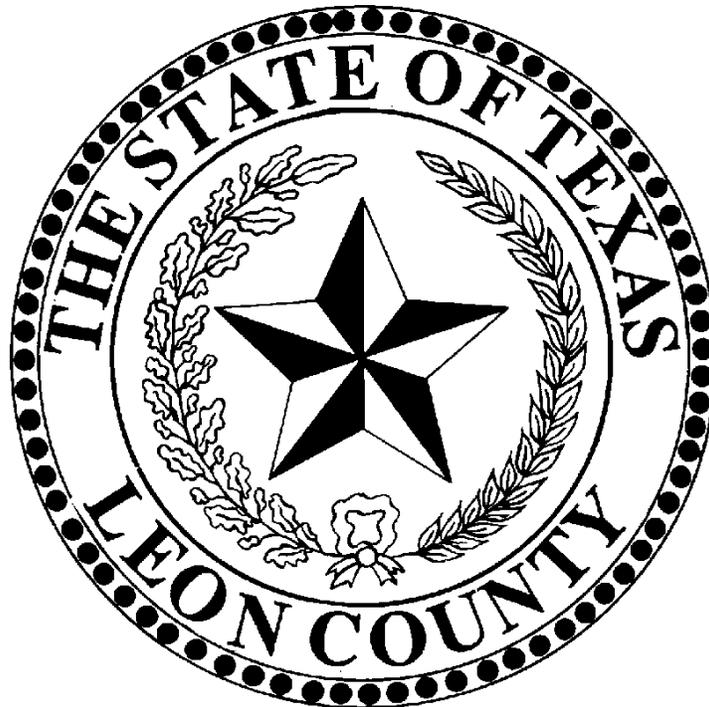


**LEON COUNTY, TEXAS**

**REQUEST FOR BID  
2026-359 HVAC SERVICES AND  
EQUIPMENT**



Prepared By:

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**Release Date: 3/10/2026**

**Due Date: 4/02/2026**

RFB 2026-359

TABLE OF CONTENTS

	Page
INTRODUCTION .....	4
REQUEST FOR BID.....	8
1. BID SUBMISSION .....	8
2. LATE BID .....	9
3. ALTERING BID .....	9
4. WITHDRAWAL OF BID .....	9
5. BID OPENING .....	9
6. AWARD OF BIDS .....	10
7. SITE VISIT.....	10
8. FORMATION OF CONTRACT .....	10
9. CONTRACT TERM .....	10
10. REFERENCES.....	10
11. INSURANCE .....	11
12. TERMINATION .....	11
13. SEVERABILITY .....	11
14. DUTY OF VENDOR .....	11
15. PERFORMANCE OF CONTRACT .....	12
16. CAVEAT .....	12
17. VARIATION IN QUANTITY .....	12
18. NON-EXCLUSIVE CONTRACT.....	12
19. REQUIREMENTS OF SPECIFICATIONS .....	12
20. SILENCE OF SPECIFICATIONS .....	12
21. CONFLICT OF INTEREST .....	13
22. CONFIDENTIALITY.....	13
23. ADDENDA.....	13
24. CHANGE ORDERS .....	13
25. ASSIGNMENT .....	13
26. VENUE.....	13
27. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS .....	14
28. INDEMNIFICATION .....	14
29. WARRANTY .....	14
30. SALES TAX.....	14
31. DELIVERY .....	15
32. TITLE AND RISK OF LOSS.....	15
33. DESIGN, STANDARDS, AND PRACTICES .....	15
34. PATENTS/COPYRIGHTS .....	15
35. INVOICES AND POINT OF CONTACT .....	15
36. PAYMENT .....	15
37. FUNDING.....	16
38. DISCOUNTS .....	16
39. DEBARMENT .....	16
40. CONFLICTS BETWEEN REQUEST FOR BID AND BID.....	16
41. COMPLIANCE.....	16
42. DISCRIMINATION.....	17
43. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) .....	17
44. HB 1295.....	17

RFB 2026-359: HVAC SERVICES AND EQUIPMENT

45. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL ..... 18

46. PERFORMANCE AND PAYMENT BONDS ..... 18

47. PREVAILING WAGE RATES ..... 19

ATTACHMENT 1: LOCATIONS ..... 20

CHECKLIST FOR REQUIRED INFORMATION ..... 21

EXHIBIT A: VENDOR REFERENCES ..... 22

EXHIBIT B: VENDOR COMPLIANCE FORM CERTIFICATIONS ..... 23-33

EXHIBIT C: CONFLICT OF INTEREST QUESTIONNAIRE ..... 34

EXHIBIT D: FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER ..... 36

EXHIBIT E: COOPERATIVE PURCHASING ..... 39

EXHIBIT F: LEON COUNTY GENERAL TERMS & CONDITIONS ..... 40

BID AFFIDAVIT ..... 41-42

## INTRODUCTION

Bids are being accepted for RFB 2026-359: HVAC SERVICES AND EQUIPMENT. This RFB is provided by Leon County (the County) for the purpose of soliciting bids from prospective vendor(s) to provide maintenance, repair, installation, or alteration to various types of HVAC systems.

These are the only approved instructions for use on your bid. Items contained herein apply to and become a part of Terms and Conditions of the bid. Any exceptions thereto must be in writing.

The contractor shall furnish all labor, tools, equipment, and materials in order to fulfill the obligations of this contract.

Leon County reserves the right to reject any bid which: fails to meet the mandatory requirements as stated; does not comply with the specification requirements of the RFB; or exceeds budgetary expectations.

## SCHEDULE

Issue RFB	March 10, 2026
Site Visit (Optional)	March 16, 2026 at 9:00 AM
Written Inquiries must be received by	March 19, 2026
Responses to inquiries / final addenda posted by	March 26, 2026
Bids Due	April 2, 2026

***Please be sure to submit all required forms and documentation.***

Questions concerning this RFB should be directed in writing to **Leon County Auditor's Office, Attn: Courtney Spence**. Email to [courtney.spence@co.leon.tx.us](mailto:courtney.spence@co.leon.tx.us) with RFB 2026-359 in the subject line.

\*Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is used only to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If the bid is based on other than the reference specifications, the proposal must show the manufacturer, brand or trade name, lot number, etc., of the article offered. If other than the brands(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If the bidder takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc. as specified.

## **PRODUCT / PROJECT DETAILS**

Leon County is accepting bids to establish a fixed-rate price agreement with a qualified contractor to provide HVAC services and replacement equipment as needed to various County buildings. The services will generally include, but are not limited to, service calls for routine maintenance and emergency repairs, maintenance and installation of replacement parts and equipment as needed. The number of locations is subject to change during the contract term.

Various equipment types and brands are in use, predominantly Trane, Carrier, Armstrong, Mitsubishi, and York. Bidder represents that they possess the tools, knowledge, and equipment to complete repairs on a wide variety of equipment.

The County reserves the right to request quotes or bids from additional providers for any project or work during the contract term. This will be at the County's discretion, but particularly applicable for any work that is part of a separate renovation scope of work, or work which the awarded contractor is not able to perform either by the complexity of County requirements or in the case of an emergency.

### **MINIMUM VENDOR QUALIFICATIONS**

The County seeks to contract with an established and qualified HVAC service provider. The Contractor must hold a current Texas Air Conditioning and Refrigeration Contractor License (TACL) – Class A Environmental issued by the Texas Department of Licensing and Regulation (TDLR). The Contractor shall employ service technician(s) with a minimum of five (5) years of general HVAC experience, including experience servicing equipment commonly utilized in County facilities such as split-system units, rooftop package units, and similar commercial HVAC equipment. For service calls performed under this contract, the Contractor shall dispatch a technician meeting the above experience requirements unless the use of another technician has been approved in advance by the County Auditor's Office.

Copies of certificates and license numbers must be submitted with the bid response. Failure to provide a copy of the TACLA license and all other required information used to determine contractor's eligibility to perform this work may result in the rejection of the bid.

### **SUBCONTRACTORS**

Any and all subcontractors shall be approved by the County prior to the commencement of work. Subcontractors performing work for the awarded contractor shall provide certificates of insurance, subject to approval by the County Risk Manager. Subcontractor markup is limited to ten percent (10%) and supporting documentation must be provided to the County upon request.

**BACKGROUND CHECKS**

Some work areas are security-sensitive. Leon County reserves the right to perform background checks on any bidder, any employee of the bidder, and any subcontractor who may perform work on County property, but especially for those designated areas. The failure of any person(s) to acquire and maintain necessary security clearances shall not excuse the performance of work required by the specifications. It is the Contractor's responsibility to ensure performance of all work contemplated by this request for bid. All persons are subject to routine searches of their persons, equipment, tools, or supplies at any time. All tools and equipment taken into a secured area may not be left unattended and must be accounted for at the close of each shift and working day.

**SERVICE LEVELS**

Service calls will be placed as needed. Contractor shall provide a 24-hour a day emergency contact number.

Call Back: a direct response from the Contractor to the County representative placing the call confirming the service request. Emergency call back must be received within thirty (30) minutes of the original emergency call for service.

Emergency Work: any work identified by an authorized County representative as immediate due to the nature of the repair. Response time to the job site for emergency repairs is four (4) hours from the time of notification. The response time shall apply 24 hours per day and include weekends and holidays.

Non-Emergency Work: routine service requests that have not been identified as an emergency. The response time to the job site for non-emergency work must not exceed twenty-four (24) hours from the time of notification unless other arrangements have been approved by an authorized County representative. All work shall be performed during normal working hours unless other arrangements have been approved by an authorized County representative.

Regular Hours: are between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays, unless a different eight-working-hour time slot is mutually agreed between the vendor and Leon County. Special accommodations may be considered to facilitate earlier working hours at the Contractor's request. All work shall be performed during Regular Hours unless other arrangements have been approved by the authorized County representative.

Overtime Work: any period of time worked outside of Regular Hours. Overtime work requires advanced authorization.

Holiday Hours: any period of time worked on New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday (Presidents' Day), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

**PURCHASE ORDERS AND BILLING**

Purchase orders will be issued as needs are identified. Prior approval is required for any replacement equipment purchases through the County Maintenance Supervisor and the Leon County Auditor’s Office. Exceeding any authorized purchase order amount is solely at the Contractor’s risk. The County will compensate Contractor for one (1) technician per service call unless the County Representative authorizes additional personnel based on the specific repair or project’s scope of work.

Billing will state the service location, date, times, and any materials. The Contractor will keep a record available for inspection upon request of all County service calls and the personnel assigned to each service call. That record shall be retained by the Contractor for an additional twelve-month period following the end of each County fiscal year or may be submitted to the County at the completion of each fiscal year to satisfy this requirement.

Contractor is responsible for submitting timely and accurate requests for payment. Invoices must be submitted by no later than the 15<sup>th</sup> day of the month following the month in which the service call was performed. A final deadline for any payment requests against a fiscal year may be communicated separately.

A purchase order is only valid during the County fiscal year in which it is issued. Should any work still be in progress as of the end of the County fiscal year, a separate itemized invoice shall be submitted for materials delivered and work completed as of the end of the fiscal year. A separate purchase order will be required in order for work to continue into the next fiscal year and that work shall be billed on a separate invoice.

**MATERIALS, PROFIT, AND OVERHEAD**

Materials and equipment markup may not exceed the following amounts. This applies per item and is not intended to be cumulative. Verification of markup will be provided upon request.

- Up to \$1,000..... up to 40%
- \$1,000 and over.....up to 20%
- Subcontractors and equipment rental.....up to 10%

**HOURLY RATES**

List your hourly rates on the bid affidavit.

Annual hourly rate adjustments may be considered based on the greater of percent changes to the documented wage determination labor cost increases or changes in the Consumer Price Index (CPI) All Items Index before adjustments for seasonal variation for the previous 12 months ending July, but nevertheless shall not exceed 5% of the base bid per annum.

**SPECIAL EQUIPMENT RATES**

Attach to the bid affidavit a list of any other tools or equipment that will incur additional charges per-hour or per-use as applicable.

**BID EVALUATION SCENARIO**

The following job scenario will be used for the purpose of calculating bids for comparison: 1 Service Technician of each experience tier each working 40 regular hours, 10 overtime hours, and 4 holiday hours.

**REQUEST FOR BID**

**1. BID SUBMISSION**

The bidder is expected to thoroughly examine the specifications and all instructions contained in this RFB.

PROVIDE ONE (1) ORIGINAL (SIGNED IN INK) AND One (1) COPY OF YOUR BID (ORIGINAL SIGNED IN INK AND ALL SEALED IN A MARKED ENVELOPE) TO:

LEON COUNTY AUDITOR  
113 W. MAIN  
CENTERVILLE, TEXAS 75833  
903-536-2709

Sealed BIDs shall be received no later than:

**3:00 p.m. Thursday, April 2, 2026**

**And will be publicly opened in the County Auditor’s Conference Room located on the second floor of the Annex 1 Building located at 113 W. Main Centerville, Texas 75833**

**At 3:05 p.m.**

**MARK THE OUTSIDE OF EACH ENVELOPE:**

“RFB 2026-359: HVAC SERVICES AND EQUIPMENT”

In the event that Leon County Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. on the next business day, at which time the bids will be publicly opened.

If offeror does not wish to submit an offer at this time but desires to remain on the list for this service, please submit a “NO OFFER” by the same time and at the same location as stated above. If response is not received for three consecutive RFBs, offeror shall be removed from list. If however, you choose to “NO OFFER” this service and wish to remain on list for other services, please state the particular service under which you wish to be classified.

Leon County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any “NO OFFER” response, the requirements of this RFB which may have influenced your decision to “NO OFFER”.

**2. LATE BIDS**

BIDs received after submission deadline shall be considered void and unacceptable and they will be returned unopened to the bidder. Bidder should allow sufficient mailing time to ensure the timely receipt of their bid. Bids may also be hand delivered prior to deadline. Leon County is not responsible for lateness of mail, carrier, etc., and time/date recorded by the County Auditor's Office shall be the official time of receipt.

**3. ALTERING BIDS**

Any interlineations, alteration, or erasure made to the BID must be initialed by the signer of the BID prior to receiving time, guaranteeing authenticity.

**4. WITHDRAWAL OF BID**

A BID may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of BID, without prior approval by the Commissioners Court based on a written acceptable reason. Offeror so agrees upon submittal of their BID.

**5. BID OPENING**

BIDs will be received and publicly opened and read aloud at the location, date, and time stated above. Offerors, their representatives and interested persons may be present.

NOTE: All BIDs shall be open for public inspection after public opening, except for pages included in the CONFIDENTIAL INFORMATION envelope such as trade secrets and other confidential information contained in the BID so identified by offeror as such. Confidential information must be on a separate page and each page clearly marked as such.

PROPOSER SHALL PROVIDE A LIST OF PAGE NUMBERS MARKED CONFIDENTIAL AND ALL CONFIDENTIAL PAGES MUST BE SUBMITTED IN A SEPARATE ENVELOPE TO BE CONSIDERED FOR POSSIBLE WITHOLDING FROM PUBLIC DISCLOSURE UNDER THE TEXAS PUBLIC INFORMATION ACT OR OTHER SIMILAR PUBLIC INFORMATION LAW. Proposer acknowledges that the County will disclose information when required by law, even if such information has been identified as information the Proposer considers confidential or proprietary.

**6. AWARD OF BIDS**

The County reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the lowest responsible bidder, as determined to be in the best interest of Leon County. Leon County reserves the right to award by item or by total bid. Prices should be itemized. Receipt of any bid shall under no circumstances obligate Leon County to accept the lowest bid.

**LOWEST AND BEST BID** – All bids will be awarded to the lowest responsible bidder. The determination of the lowest and best responsible bid by the Commissioners Court may involve all or some of the following factors: price, conformity to specifications, financial responsibility to meet the contract, previous performance, facilities and equipment, availability of repair parts, response to service needs, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objectives and accountable factors.

**7. SITE VISIT**

An optional, non-mandatory site visit will be held Monday, March 16, 2026 beginning at 9:00 a.m. in front of the County Courthouse located at 130 E. St. Mary, Centerville, TX 75833.

**8. FORMATION OF CONTRACT**

A response to this solicitation is an offer to contract with Leon County based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation shall become a contract when awarded by the Leon County Commissioners Court and a purchase order or notice of award is mailed or otherwise furnished to the successful bidder.

**9. CONTRACT TERM**

The initial contract term shall be for the remainder of the current Leon County fiscal year ending on September 30, 2026. Continuation of this contract beyond the current fiscal year is contingent upon the availability of funds and approval by the Leon County Commissioners Court.

At the beginning of the new fiscal year, Leon County may, at its sole discretion, renew the contract for a period of one (1) year beginning October 1, 2026, and ending September 30, 2027, contingent upon agreement by both parties.

Following the initial renewal term, the contract may be renewed for up to four (4) additional one-year terms under the same terms and conditions, subject to the approval of the Leon County Commissioners Court.

Leon County reserves the right to review contractor performance, pricing, and service levels prior to exercising any renewal option.

**10. REFERENCES**

Offeror shall supply with this bid a list of at least three (3) references where like services and/or products are provided in the public sector. Include name of entity, address, telephone number and name of representative. **Note:** See Exhibit A – Vendor Reference Form.

**11. INSURANCE**

The Contractor shall provide Workers' Compensation coverage in accordance with the Texas Workers' Compensation Act, Texas Labor Code Chapter 406, including all statutory notice and coverage requirements applicable to governmental projects and subcontractors. Contractor shall require all subcontractors to maintain Workers' Compensation coverage in compliance with Texas Labor Code Chapter 406 and shall provide certificates of coverage prior to commencement of subcontract work.

The Contractor shall provide Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage), including premises/operations, independent contractors, personal injury, products/completed operations, and contractual liability, sufficient to support the Contractor's obligations under Texas Local Government Code §§262.027 and 271.003 and Texas Government Code Chapter 2269.

Comprehensive Automobile Liability Insurance covering owned/leased vehicles, non-owned vehicles, and hired vehicles shall be maintained in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage arising from Project operations.

Certificates of insurance evidencing the required coverage shall be furnished to the County within ten (10) calendar days of Notice of Award and prior to commencement of work. All policies shall name Leon County, Texas, its elected officials, officers, employees, and agents as additional insureds as their interests may appear, include a waiver of subrogation in favor of the County, and provide thirty (30) days written notice of cancellation, non-renewal, or material change.

Failure to maintain required insurance coverage shall constitute a material breach of contract and may result in termination or suspension of work. Nothing in this Contract shall be construed as a waiver of governmental immunity under Texas law.

**12. TERMINATION**

The obligation to provide further service under the terms of the resulting agreement may be terminated by the either party upon thirty (30) days written notice. Leon County reserves the right to terminate upon breach of contract as allowed by law.

**13. SEVERABILITY**

If any part of this bid is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**14. DUTY OF VENDOR**

In order for bids to be compared on an identical basis, it is necessary that all portions of the document, including requests for specific information about services, reference forms and general information regarding the vendor be completed and adhered to.

**15. PERFORMANCE OF CONTRACT**

The contractor shall perform all work in a superior workmanlike manner and products shall be delivered in the condition requested, to the satisfaction of the Leon County Commissioners Court or designated representatives.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to County's approval. Unsatisfactory material will be returned at Seller's expense.

Leon County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

**16. CAVEAT**

Although every effort has been made to provide accurate and up-to-date information, companies interested in supplying bids should contact the County Auditor with any questions you may have (see "Introduction").

**17. VARIATION IN QUANTITY**

The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**18. NON-EXCLUSIVE CONTRACT**

It is expressly understood and agreed that Leon County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of this contract. Further, Leon County reserves the right to purchase from or seek another vendor if, at any time, the vendor's prices do not conform to public pricing.

**19. REQUIREMENTS OF SPECIFICATIONS**

Each offeror shall be held to have examined the requirements of the RFB under consideration and confirm he fully understands the RFB and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in the RFB.

**20. SILENCE OF SPECIFICATIONS**

The apparent silence of the RFB as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the RFB shall be made on the basis of this statement.

**21. CONFLICT OF INTEREST**

No public official shall have interest in a contract, which results from this RFB, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

**22. CONFIDENTIALITY**

All information disclosed by Leon County to successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.

**23. ADDENDA**

Only questions regarding clarification of instructions may be handled verbally. Any interpretations, corrections, or changes to this RFB will be made by addenda. Sole issuing authority of addenda shall be vested in the Leon County Auditor. Any addendum will be posted on the County's Bid Opportunities web page. Notifications are sent via email from Vendor Registry to those companies registered as vendors with Leon County for the listed commodities. Bidders are responsible for ensuring that a correct email address is listed in the County's vendor database may email [courtney.spence@co.leon.tx.us](mailto:courtney.spence@co.leon.tx.us) to update this information or to specifically request copies of any addenda issued. It is the responsibility of the Bidder to ensure that all addenda are received and included with their submission. Failure to submit all signed addenda may result in bid being considered non-responsive.

**24. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

**25. ASSIGNMENT**

The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of the Leon County Commissioners Court.

**26. VENUE**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Leon County, Texas.

**27. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS**

A prospective offeror must affirmatively demonstrate their responsibility and ability to meet the following requirements:

1. Has adequate financial resources, or the ability to obtain such resources as required;
2. Have a satisfactory record of performance;
3. Have a satisfactory record of integrity and ethics;
4. Be otherwise qualified and eligible to receive an award.

Leon County may request representation and other information sufficient to determine the offeror’s ability to meet these minimum standards listed above.

**28. INDEMNIFICATION**

By entering into this contract, the successful bidder agrees to defend, indemnify and hold harmless Leon County and all its officers, agents, and employees from all suits, causes of actions, or other claims of any character, name and description brought for or on account of any injuries of damages received or sustained by any person, persons, or property on account of any breach, negligent act or fault of the successful offeror, or of any agent, employee, subcontractor, invitee or supplier in the execution of, or performance under, any contract which may result from BID award. Successful offeror shall pay judgments with costs, including attorney fees, expenses and costs of court, which may be obtained, against Leon County growing out of such injury or damages.

**29. WARRANTY**

The Vendor shall not limit or exclude any express, written, or implied warranties and any attempt to do so shall render this contract voidable at the option of Leon County. The bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by the bidder, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

**SAFETY WARRANTY:** The vendor warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the vendor’s expense. In the event the vendor fails to make the appropriate correction within a reasonable time, the correction made by the County will be at the vendor’s expense.

**30. SALES TAX**

Leon County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the BID price shall not include such taxes.

**31. DELIVERY**

Bid cost shall be F.O.B. Destination. If otherwise, show the exact cost to deliver by unit price, extend and show total. Actual costs will be based on quantities delivered.

If a delay is foreseen, the contractor shall give written notice to the County Auditor. The County has the right to extend the delivery date if the reason(s) appear valid. The Contractor must keep the County advised at all times on the order status. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to the defaulting contractor.

**32. TITLE AND RISK OF LOSS**

The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the goods at the point or points of delivery.

**33. DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

**34. PATENTS/COPYRIGHTS**

The successful offeror agrees to protect Leon County from claims involving infringements of patents and/or copyrights.

**35. INVOICES AND POINT OF CONTACT AFTER RFB IS AWARDED**

Invoices should be emailed directly to [auditor@co.leon.tx.us](mailto:auditor@co.leon.tx.us)

**OR**

Mailed to: P.O. Box 898  
Centerville, TX 75833

The invoices shall show:

1. Name and address of successful offeror;
2. Detailed breakdown of all charges and location for the services or products delivered stating any applicable period of time

**36. PAYMENT**

Payment will be made upon receipt and acceptance by the County of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251 (Prompt Payment of Governmental Entity). In accordance with Texas Government Code Chapter 2251.002 the Successful offeror is required to pay subcontractors within seven (7) days after the receipt of payment.

**37. FUNDING**

Funds for payment have been provided through the Leon County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Leon County fiscal year shall be subject to budget approval.

In the event funds do not become available, the contract may be terminated or the scope amended. There shall be neither penalty nor any additional charges incurred by the County. The bidder, in accepting the contract, agrees that the County shall not be liable for damages in the event that the contract is terminated due to a lack of funding.

**38. DISCOUNTS**

Discounts for prompt payment offered may be taken into consideration during the bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discount) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

**39. DEBARMENT**

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government’s list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the Leon County Auditor. False certification or failure to notify may result in termination of the Contract for default.

In accordance with Texas Local Government Code Chapter 154.045, if a seller is found to be indebted to Leon County by manner of delinquent taxes, fines, fees, or indebtedness arising from other written agreements, then Leon County may offset payments under a contract to satisfy the outstanding debt and no payments will be made until the debt is paid in full.

**40. CONFLICTS BETWEEN REQUEST FOR BID AND BID**

Should a conflict arise between the terms and provisions of this RFB and the BID of the vendor, the terms and provisions of this RFB will prevail.

**41. COMPLIANCE**

All bidders will comply with all Federal, State and local laws relative to conducting business in Leon County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.

**42. DISCRIMINATION**

During the performance of this contract, the successful bidder agrees as follows:

a. The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The successful bidder will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex 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.

b. The successful bidder will, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The successful bidder 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' representative of the successful bidder's commitments under this section.

**43. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ):**

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Conflict of Interest Questionnaire the proposer's or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. If applicable, this questionnaire, by law, must be filed with the records administrator of Leon County within seven (7) days of notice of potential award or within seven (7) days after submitting a proposal response. Additionally, a new form must be filed no later than the seventh (7th) business day after the person becomes aware of the facts that require the statement to be filed. The form is available as Exhibit F or can also be found online at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm). By submitting a response to this proposal, the offeror represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Leon County Clerk's Office located at 113 W. Main, Centerville, Texas 75833.

**44. HB 1295**

Bidder must complete a form 1295 filing, disclosure of interested parties, on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/filinginfo/1295/> This filing shall be completed with the RFB, and prior to the issuance of any notice to proceed. For form item # 3 use "RFB # 2026-359 HVAC SERVICES AND EQUIPMENT".

**45. VENDOR RESTRICTIONS REGARDING BOYCOTTS OF ISRAEL**

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

**46. PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

For contracts exceeding One Hundred Thousand Dollars (\$100,000), the Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the contract price. The Performance Bond shall be executed by a corporate surety authorized to do business in the State of Texas and shall guarantee the faithful performance of the contract.

**PAYMENT BOND**

For contracts exceeding Twenty-Five Thousand Dollars (\$25,000), the Contractor shall furnish a Payment Bond in the amount of one hundred percent (100%) of the contract price. The Payment Bond shall secure payment for all labor, materials, equipment, and services supplied for the performance of the work.

**SUBMISSION OF BONDS**

Required bonds shall be furnished prior to execution of the contract or issuance of a notice to proceed. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to Leon County.

**SURETY REQUIREMENTS**

Each bond shall be accompanied by a Power of Attorney authorizing the individual signing the bond on behalf of the surety company.

**FAILURE TO PROVIDE BONDS**

Failure of the successful Offeror to provide the required bonds within the time specified by the County may constitute a default and may result in the County awarding the contract to the next responsible Offeror or re-soliciting the project.

**APPLICABILITY**

Bonds shall be required only when the contract amount meets or exceeds the thresholds established under Texas Government Code Chapter 2253.

**47. PREVAILING WAGE RATES**

The Davis-Bacon and related acts apply to contractors and subcontractors performing the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

Under Executive Order (EO) 14026, an hourly minimum wage of at least \$17.75 for calendar year 2025 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded on or after January 30, 2022. The applicable Executive Order minimum wage rate will be adjusted annually. Overtime pay at a rate not less than one and one-half times the regular rate of pay is required after 40 hours of work in a work week.

**ATTACHMENT 1: LOCATIONS**

The number of service locations is subject to change during the contract term. Locations of the work may include, but are not limited to those listed below:

**LEON COUNTY DEPARTMENTS**

**PHYSICAL LOCATIONS**

AAA / Senior Nutrition / Social Services	529 Lassater St, Centerville, TX
Adult Probation	129 E Main St, Centerville, TX
County Attorney	130 E St. Mary St, Centerville, TX
County Auditor	113 W Main St, Centerville, TX
County Clerk	155 N Cass St, Centerville, TX
County Elections	155 N Cass St, Centerville, TX
County Extension Office	113 W Main St, Centerville, TX
County Judge	130 E St. Mary St, Centerville, TX
County Treasurer	113 W Main St, Centerville, TX
District Attorney	155 N Cass St, Centerville, TX
Expo Center	3637 CR 305, Buffalo, TX
Highway Patrol	204 E St. Mary St, Centerville, TX
Juvenile Probation	125 E Main St, Centerville, TX
Justice of the Peace – Pct. 1	928 E Commerce St, Buffalo, TX
Justice of the Peace – Pct. 2	113 W Main St, Centerville, TX
Justice of the Peace – Pct. 4	320 Austin St, Marquez, TX 77865
License & Weights	928 E Commerce St, Buffalo, TX
PCT 1 Barn	6301 FM 1119, Centerville, TX 75833
PCT 2 Barn	119 Front St, Oakwood, TX 75855
PCT 3 Barn	11332 Hwy 79 W, Jewett, TX 75846
PCT 4 Barn	7628 FM 39 S, Normangee, TX 77871
Senior Center	513 Lassater St, Centerville, TX
Sheriff’s Office	606 E St. Mary St, Centerville, TX
Social Services (Buffalo)	941 Hill St, Buffalo, TX
Tax Office	155 N Cass St, Centerville, TX
Texas Ranger	204 E St. Mary St, Centerville, TX
911 Addressing / EOC	155 N Cass St, Centerville, TX

Checklist for Certifications and Documentation:

- \_\_\_ References
- \_\_\_ Vendor Compliance Form Certifications
- \_\_\_ Conflict of Interest Form (Filed if applicable)
- \_\_\_ Texas Ethics Commission Form 1295
- \_\_\_ Submission Affidavit
- \_\_\_ Copies of certificates and license numbers for Firm and all service technicians

**\*SUBMISSION AFFIDAVIT MUST BE SIGNED, NOTORIZED, AND INCLUDED WITH BID. FAILURE TO INCLUDE WILL DISQUALIFY SUBMISSION.**

**EXHIBIT A**

***VENDOR REFERENCES***

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

*THIS FORM MUST BE RETURNED WITH YOUR BID.*

**Reference One**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Reference Two**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Reference Three**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**EXHIBIT B**

**VENDOR COMPLIANCE FORM CERTIFICATIONS**

(Page 1 of 12)

**INSURANCE**

I, \_\_\_\_\_, as a duly authorized representative of \_\_\_\_\_  
(full name) (name of firm)

certify that evidence of required general liability, worker’s compensation, and professional liability insurance for personnel assigned to the project and automobile insurance for any vehicles used for the project in the amounts in this RFB shall be provided to the issuer of this RFB within 10 calendar days of any Notice of Award.

**Insurance Requirements:**

**Workers’ Compensation** – Statutory Amount

**Employer’s Liability** - \$500,000.00

I furthermore certify that the company will provide workers’ compensation insurance coverage for all “persons providing services on the project”, including all entities for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioners’ Division of Self-Insurance Regulation. Providing false or misleading information may subject the company to administrative penalties, criminal penalties, civil penalties or other civil actions. I hereby acknowledge that “persons providing services on the project” includes all persons or entities performing all or part of the services the company has undertaken to perform on the project, regardless of whether that person contracted directly with the company and regardless of whether that person has employees. This includes, without limitation, independent companies, contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity that furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor transportation, or other service related to the project. “Services” do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

I furthermore acknowledge that failure to comply with any of these provisions is a breach of contract by the company which entitles Leon County to declare the contract void if the company does not remedy the breach within ten days after receipt of notice of breach from Leon County.

**Commercial General Liability**

Personal injury and property damage:  
\$1,000,000.00 combined single limit each occurrence and  
\$2,000,000.00 aggregate

**Business Automobile Liability for all vehicles**

Bodily Injury and property damage:  
\$1,000,000.00 combined single limit any one accident

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

**YES**, I agree.  **NO**, I do not agree.

**Initial:** \_\_\_\_\_

**CIVIL RIGHTS COMPLIANCE**

**1. Nondiscrimination**

The Project Delivery Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Project Delivery Firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**2. Solicitations for Subcontracts Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Project Delivery Firm for work to be performed under a subcontract including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Project Delivery Firm of its obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

YES, I agree.  NO, I do not agree.

---

**HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation.

Please check (v) all that apply:

I certify that my company has been certified as a HUB in the following categories:

Minority Owned Business       Women Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

Certification Number: \_\_\_\_\_

Name of Certifying Agency: \_\_\_\_\_

My Company has **NOT** been certified as a HUB.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

---

Initial: \_\_\_\_\_

**RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” proposer is a person who is not a Texas resident. Please indicate the status of your company as a “resident” proposer or a “nonresident” proposer under these definitions.

Please check (v) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company’s principal place of business is located):

_____		_____	
Company Name	Address		
_____		_____	
City	State	Zip Code	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

- Yes
- No

B. What is the prescribed amount or percentage? \$\_\_\_\_\_ or \_\_\_\_\_%

**Initial:** \_\_\_\_\_

**NO BOYCOTT VERIFICATION**

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), (3) or for any contract, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

“Discriminate against a firearm entity or firearm trade association” means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Bid/Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

YES, I agree.  NO, I do not agree. \_\_\_\_\_

Initial: \_\_\_\_\_

**PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES**

Section 2274.0101 and 2274.0102 Sec. 2274.0101. 1) "Company means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. 2) "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, and hazardous waste treatment system or water treatment facility. 3) "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access. 4) "Designated country" means a country designated by the governor as a threat to critical infrastructure under Section 2274.0103. Sec. 2274.0102.

**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 in Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on the public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify my company does not have any contracts with companies in China, Iran, North Korea, Russia or a designated country as described in Texas Government Code Section 2274.0101 and 2274.0102, or will provide immediate notification in writing of change of this status.

YES, I agree.  NO, I do not agree.

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**NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

YES, I agree.  NO, I do not agree.

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Initial: \_\_\_\_\_

**EDGAR VENDOR CERTIFICATION**  
**(2 CFR Part 200 and Appendix II)**

When Leon County seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Bid or Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific County purchases using federal grant funds. See funding clause for source of funds.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the County will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of the County to purchase from the Vendor using federal funds.

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**1. Vendor Violation or Breach of Contract Terms:**

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 USC 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.

Provisions regarding Vendor default are included in the General Terms and Conditions, as well as all additional terms and conditions in issued Purchase Orders. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

YES, I agree.  NO, I do not agree.

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**2. Termination for Cause or Convenience:**

For any County purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The County may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing sixty (60) business days advance written notice to the Vendor. Leon County reserves the right to terminate upon breach of contract as allowed by law. If this Agreement is terminated in accordance with this Paragraph, the County shall only be required to pay Vendor for goods or services delivered to the County prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the County has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

YES, I agree.  NO, I do not agree.

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Initial: \_\_\_\_\_

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all County purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to County purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, I agree.  NO, I do not agree. \_\_\_\_\_

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for County prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Prevailing wage determinations will be addressed in the bid/proposal documents.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 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.

YES, I agree.  NO, I do not agree. \_\_\_\_\_

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for County contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 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.

YES, I agree.  NO, I do not agree. \_\_\_\_\_

Initial: \_\_\_\_\_

**6. Right to Inventions Made Under a Contract or Agreement:**

If the County’s 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

YES, I agree.  NO, I do not agree.

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**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

YES, I agree.  NO, I do not agree.

---

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the County if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YES, I agree.  NO, I do not agree.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

YES, I agree.  NO, I do not agree.

---

Initial: \_\_\_\_\_

**10. Procurement of Recovered Materials:**

For County purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the County may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

YES, I agree.  NO, I do not agree.

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**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements when using federal funds. Vendor agrees to provide such information or certification as may reasonably be requested by the County regarding Vendor’s products, including whether goods, products, or materials are produced in the United States.

YES, I agree.  NO, I do not agree.

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**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by the County, Vendor agrees to provide such information or certification as may reasonably be requested by the County to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

YES, I agree.  NO, I do not agree.

---

**13. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, the County may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the County, Vendor agrees to provide information and negotiate regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the County shall not exceed the awarded pricing, including any applicable discount.

YES, I agree.  NO, I do not agree.

---

Initial: \_\_\_\_\_

### BYRD ANTI-LOBBYING CERTIFICATION

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

1. 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 any 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, including the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_ (Type  
or Print Name) (Title of Executing Official)

\_\_\_\_\_  
Executing Official) (Name of Organization/Applicant) (Signature of

## COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Vendor Certifications
  - Insurance /Workers Compensation
  - Subrecipient Institutional Information / SAM Registration
  - Civil Rights Compliance
  - Historically Underutilized Business Certification
  - Resident/Nonresident Certification
  - No Boycott Verification
  - Prohibition On Contracts With Certain Foreign-Owned Companies
  - No Excluded Nation Or Foreign Terrorist Organization Certification
- EDGAR Vendor Certification

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Company Name

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Signature of Authorized Company Official

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Printed Name and Title

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Date

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code		
	<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
					-				

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>

## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**EXHIBIT E**

**Cooperative Purchasing**

**COOPERATIVE PURCHASING**: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications and pricing would apply?

**Please Check Y/N:**

\_\_\_\_\_Yes

\_\_\_No

Governmental Entities utilizing Inter-Governmental Contracts with Leon County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Leon County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Leon County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed. (e.g. City of San Angelo, San Angelo ISD, etc.)

**EXHIBIT F**

**LEON COUNTY GENERAL TERMS AND CONDITIONS**

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid: Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship goods.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of the agreement are "no arrival, no sale."
7. **INVOICES AND PAYMENTS:**
  - a. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Leon County Auditor, PO Box 898, Centerville, TX 75833. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditor's Office advised of any changes in your remittance addresses.
  - b. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods Buyer will return to Seller.
  - c. Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.
8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Leon County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event Buyer cancels this contract pursuant to this provision, Buyer shall be entitled, in addition to any other right and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY PRICE:**
  - a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on the orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breached this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
  - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement of the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes in-solvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that Buyer may have at law or in equity.

RFB 2026-359: HVAC SERVICES AND EQUIPMENT

16. **TERMINATION:** The Buyer may terminate performance of work under this order in whole or in part in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15. herein.
17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within three (3) business days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.  
The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, land-slides, lighting, earthquake, fires, hurricanes, storms, floods, wash-outs, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having difficulty.
18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
20. **MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence is a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
22. **APPLICABLE LAW:** This Uniform Commercial Code shall govern the agreement. Wherever the term "Uniform Commercial Code: is used, it shall be construed as meaning the Uniform Commercial Code as Adopted in the State of Texas as effective and in force on the date of this agreement.
23. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
25. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Leon County.
26. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature of extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Chapter 171.

**SUBMISSION AFFIDAVIT  
RFB 2026-359: HVAC SERVICES AND EQUIPMENT**

**MATERIALS, PROFIT, AND OVERHEAD**

Materials and equipment markup may not exceed the following:

Up to \$1,000.....up to 40%

\$1,000 and over.....up to 20%

Subcontractors and equipment rental .....up to 10%

<b>HOURLY RATES</b>	<b>REGULAR</b>	<b>OVERTIME</b>	<b>HOLIDAY</b>
Service Technician	\$ _____	\$ _____	\$ _____ per hour
Service Technician	\$ _____	\$ _____	\$ _____ per hour
Service Technician	\$ _____	\$ _____	\$ _____ per hour
Service Technician (Other)	\$ _____	\$ _____	\$ _____ per hour
Laborer / Helper	\$ _____	\$ _____	\$ _____ per hour

**SPECIAL EQUIPMENT RATES**

Attach a list of tools or equipment that would incur additional charges (per hour / per use) as applicable.

Total Number of Service Technicians Employed: \_\_\_\_\_

Number of Laborers / Helpers Employed \_\_\_\_\_

Service Call phone number: \_\_\_\_\_

After-Hours Emergency phone number: \_\_\_\_\_

(continued on next page)

RFB 2026-359: HVAC SERVICES AND EQUIPMENT

The undersigned certifies that the submitted prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by \_\_\_\_\_ hereinafter called "Offeror" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Offeror affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

\_\_\_\_\_  
Printed Name of Vendor

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Vendor

\_\_\_\_\_  
Telephone Number / Fax Number

\_\_\_\_\_  
City, State, Zip

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

Subscribed and sworn to before me by \_\_\_\_\_ on this day of \_\_\_\_\_, 20\_\_.

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