



**SANDY HILL, COUNTY AUDITOR**  
**VAN ZANDT COUNTY | AUDITOR'S OFFICE**  
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**RFP: 24-01**

**Contract for Disaster Debris Recovery Consulting Services**

**Return deadline is no later than: AUGUST 29, 2024 | 2:00 p.m.**

**Vendor Name:** \_\_\_\_\_

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## Request for Proposal (RFP) Instructions / Requirements

Submission of Proposal: Complete proposal documents shall be sealed and **marked** RFP 24-01 "Contract for Disaster Recovery Consulting Services". Submission deadline, **2:00 p.m., August 29, 2024**.

Van Zandt County Auditor's Office  
Sandy Hill, County Auditor  
121 E. Dallas St, Room 102  
Canton, Texas 75103

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Van Zandt County concerning this proposal except for questions concerning the proposal by Respondents directed through the Van Zandt County Auditor by email [sandy@vanzandtcounty.org](mailto:sandy@vanzandtcounty.org). Failure to comply with this guideline could result in disqualification from the proposal process.
2. **All proposals must be sealed** when returned to Van Zandt County.
3. The proposal must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by the Van Zandt County Auditor, 121 E. Dallas St., Room 102, Canton, Texas 75103 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this proposal.
4. All questions / checklists / blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your proposal may result in rejection / disqualification.
5. PROPOSALS WILL BE received and publicly acknowledged at the Van Zandt County Auditor's Office located at the address listed above on **2:00 p.m. | August 29, 2024**. Vendors, their representatives and interested persons may be present.
6. **It is the proposer's sole responsibility to print and review all pages of the Proposal document, attachments, questions and their answers, addenda and special notices. The Proposal Signature Form, Certification of eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render Proposal non-responsive.**
7. **All documents relating to this proposal including but not limited to, the proposal document, questions, and their responses, addenda and special notices will be posted under the Proposal number on the Van Zandt County Auditor's Office website and available for download by proposer's and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.**
8. Any proposal received after the date and/or hour set for RFP opening will not be accepted. The proposer will be notified and will advise Van Zandt County Auditor's Office as to the disposition of the RFP, either by pick up, return at proposer's expense, or destroyed with written authorization by proposer. If proposals are sent by mail to the Auditor's Office, the proposer shall be responsible for actual delivery of the proposal to the Auditor's Office before the advertised date and hour for opening of RFP. If mail is delayed either in the postal service or in

the internal mail system of Van Zandt County beyond the date and hour set for the opening, RFP's delayed will not be considered and will be disposed of as authorized.

9. Accuracy for all mathematical and number entries is the sole responsibility of the proposer. Van Zandt County will not be responsible for errors made by the proposer.

10. Project Timetable:

- a. The project timetable set out herein represents the best estimate of schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.
- b. Proposals must be received no later than 2:00 p.m. Central Standard Time (CT) on August 29, 2024 ("Response Due Date") at the location specified.

Release RFP 24-01	Sunday, August 18, 2024
Deadline for Submission of Proposals	Thursday, 2:00 p.m. August 29, 2024

**Standard Terms and Conditions**

Proposals are solicited for **“Contract for Disaster Debris Recovery Consulting Services”**. **By returning this proposal with price(s) quoted and forms executed, Respondent’s certify and agree to the following:**

- 1. Alternate proposals will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Van Zandt County Auditor a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date.
- 2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Van Zandt County of the RFP or final executed contract. Termination in whole, or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Van Zandt County may be entitled by law or in equity, or elsewhere under this RFP or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Van Zandt County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
- 3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the RFP. Any apparent omission or silence of detail in

the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.

4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
  - a) Have adequate financial resources, or the ability to obtain such resources as required.
  - b) Be able to comply with any required or proposed delivery schedule.
  - c) Have a satisfactory record of performance.
  - d) Have a satisfactory record of integrity and ethics.
  - e) Be otherwise qualified and eligible to receive the award.
5. Invoices and statements shall be sent to the Van Zandt County Treasurer's Office, 121 E. Dallas St., Room 101, Canton, Texas 75103. Payments are processed after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.
6. Only the Commissioners Court of Van Zandt County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Van Zandt County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Van Zandt County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its Officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Van Zandt County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Van Zandt County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
11. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.

12. The parties herein agree that the agreement shall be enforceable in Van Zandt County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Van Zandt County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
14. Funding Clause – Payments required to be made by Van Zandt County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Van Zandt County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Van Zandt County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Auditor to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Auditor. Thereupon, Van Zandt County will be released from its obligation and make further payments.
15. Van Zandt County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Van Zandt County will not pay additional taxes, surcharges or other fees not included in proposal prices.
16. Van Zandt County expressly reserves the right to accept or reject in part or in whole, any RFPs submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Van Zandt County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Auditor and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be execute after determination of the award.
20. Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the Proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.

21. Van Zandt County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Van Zandt County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Van Zandt County shall not be liable for loss or reduction of any anticipated profit.
22. Van Zandt County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers, and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Van Zandt County shall support, encourage, and implement steps toward our common goal of establishing equal opportunity for all citizens of Van Zandt County.
23. Respondents must agree to provide the following information as part of this proposal / Proposal:
- Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
  - Name of contact person (single point of contact with the Respondent)
  - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the proposal.
  - Current fiscal year-end and year-to-date financial statements.
24. Van Zandt County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposals which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Van Zandt County Commissioners Court. Van Zandt County reserves the right to award multiple contracts as necessary and in the best interest of the County.
25. Van Zandt County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
26. Costs of preparation of a response to this request for proposals are solely those of the Respondent. Van Zandt County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Van Zandt County assumes no responsibility for

any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

27. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Van Zandt County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
28. The proposer understands and agrees that in returning a response to this proposal that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized /awarded by the Van Zandt County Commissioners Court; if any.
29. RFP's must be submitted on the forms provided. Proposals will not be considered if submitted by telephone, facsimile, email, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
30. Gratuities – Van Zandt County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Van Zandt County 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 Van Zandt County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Van Zandt County pursuant to this provision, Van Zandt County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
31. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer 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.
32. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time 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 enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, 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 have 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 the difficulty.

33. 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.
34. Waivers – 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 party.
35. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
36. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. 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.
37. 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.
38. 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 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.
39. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Van Zandt County, Texas.
40. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
41. The contents of each vendor’s RFP, including specifications shall remain valid for a minimum of sixty (60) calendar days form the Proposal due date.
42. All documents submitted as part of the vendor’s offering will be deemed confidential during the evaluation process.
43. Subcontracting – The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate pricing from multiple subcontractors.

44. Investigation of Conditions – Before submitting a RFP, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
45. Contract Award – Van Zandt County reserves the right to reject any and all proposals and to waive any minor informality or irregularity in a proposer's response if deemed in the best interest of the County. Award of contract (if any) resulting from this proposal will be made only by written authorization from Van Zandt County Commissioners Court.
46. Conflict of Interest – No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
47. Ethics – The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Van Zandt County.
48. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
49. All hardware of any other item offered in this Proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
50. Descriptions – Whenever an article or material is defined or used in the Proposal specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
51. Addendum – Any interpretations, corrections, or changes to this Proposal and specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Van Zandt County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the proposal. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
52. Patents / Copyrights – The successful vendor agrees to protect Van Zandt County from claims involving infringements of patents and/or copyrights.
53. Auditor as Contract Administrator – The Auditor will serve as sole liaison between the Van Zandt County Commissioners Court and affected Van Zandt County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Auditor authorized to communicate, by any means, information or suggestions regarding or resembling this Proposal throughout the proposal process. The Auditor has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct

deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

54. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
  - a) Name and address of successful vendor;
  - b) Name and address of receiving department and/or location;
  - c) Van Zandt County Purchase Order number; and
  - d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address / location of services rendered, as applicable.
55. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
56. Invoices must show all information as stated above, and will be issued for each purchase order.
57. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
58. Warranty – Successful vendor shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
59. Remedies – The successful vendor and Van Zandt County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
60. Silence of Specification – The apparent silence of these specifications 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 may prevail. All interpretations of these specifications shall be made on the basis of this statement.

**Duration of the project** – includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

**Certification of Eligibility**

By submitting proposal in response to this solicitation, the proposer certifies that at the time of submission, he/she is **not** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the proposer will notify the Van Zandt County Auditor. Failure to do so may result in terminating this contract for default.

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

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

### **Certification of Independent Price Determination**

By submission of this proposal, the proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- B. Unless otherwise required by law, the prices which have been proposed herein have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening of the RFP, directly or indirectly to any other proposer or competitor; and
- C. No attempt has been made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**Proposal Certification**

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Van Zandt County of the poposer's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company:

\_\_\_\_\_

- a Corporation, incorporated under the laws of the State of

\_\_\_\_\_

- a Partnership consisting of

\_\_\_\_\_

- an Individual trading as

\_\_\_\_\_

Having principal Offices in the City of

\_\_\_\_\_

Authorized Signature:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

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

### Proposal Signature Form

The undersigned agrees this proposal becomes the property of Van Zandt County after the official opening.

The undersigned affirms he/she has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself / herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items / services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the proposer.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Proposer's, nor any employee of Van Zandt County, and that the contents of this Proposal have not been communicated to any other Proposer or to any employee of Van Zandt County prior to the official opening of this RFP.

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

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this Proposal package.

**Failure to sign and return this form will result in the rejection of the entire proposal.**

Signature:

---

Company Name:	
Address:	
City, State, Zip:	
Phone	Office: Fax: Cell: Email:
Printed Name:	
Job Title:	



**Certification and Representations MWBE Status**

\_\_\_\_\_ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNER BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

A copy of the certification from \_\_\_\_\_ is attached.

**\*\* NOTE \*\***

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful proposer) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Van Zandt County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.

**MEMORANDUM**

**To:** Vendors of Van Zandt County , Texas

**From:** Sandy Hill, Auditor

**Re:** Conflict of Interest Form (CIQ)

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Vendor:

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Van Zandt County official, employee, or department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact the Van Zandt County Auditor's Office at 903-567-2171.

Original, completed forms should be sent / mailed to the Van Zandt County Auditor's Office and/or emailed to [sandy@vanzandtcounty.org](mailto:sandy@vanzandtcounty.org) and should be included, if applicable, in your response.

**Van Zandt County Auditor's Office  
121 E. Dallas St., Room 102  
Canton, Texas 75103**

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

***Applicable Law:***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Van Zandt County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

7

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

\_\_\_\_\_  
Date



## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSAL

Van Zandt County is requesting sealed proposals to solicit Hazard Mitigation (HM) grant application Public Assistance grant management services, and other disaster consulting services.

### B. SCOPE OF PROCUREMENT

This procurement will result in a contract for a twelve-month period, with renewal options for an additional two twelve month periods. The Scope of Work will depend on the needs of Van Zandt County, available funding, and requests for technical assistance from communities within Van Zandt County. The successful respondent will provide staff, Office space and equipment, and demonstrated management capacity necessary to provide the professional services to develop, administer, and monitor grant applications and public assistance project worksheets in compliance with federal regulations.

### C. POINT OF CONTACT

The Point of Contact (POC) for this RFP is

Sandy Hill, Auditor  
[sandy@vanzandtcounty.org](mailto:sandy@vanzandtcounty.org)  
903-567-2171

Any inquiries or requests regarding this RFP should be submitted, in writing, to the Point of Contact.

## II. CONDITIONS GOVERNING THE RFP

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will receive responses to the RFP until 2:00 pm on August 29, 2024.  
Responses received after this deadline will not be accepted.

Responses shall be addressed as follows:

Van Zandt County Auditor's Office  
Sandy Hill, County Auditor  
121 E. Dallas St., Room 102  
Canton, TX 75103

### B. GENERAL REQUIREMENTS

#### 1. Acceptance of Conditions

Potential Offerors must indicate their acceptance of the Conditions Governing the RFP. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

## **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

## **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement. Payments will be made to only the prime contractor.

## **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Van Zandt County before any subcontractor is used during the term of this agreement.

## **5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Van Zandt County personnel will not merge, collate, or assemble proposal materials.

## **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Point of Contact and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## **7. Disclosure of Proposal Contents**

Proposals will be kept confidential until negotiations and the award are completed by Van Zandt County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. Van Zandt County will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential".

## **8. No Obligation**

This RFP in no manner obligates Van Zandt County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **9. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part.

## **10. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of Texas.

## **11. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of Van Zandt County.

### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offerors shall submit only one proposal in response to this RFP.

#### **B. NUMBER OF COPIES**

Offerors shall submit one original and three copies along with one electronic copy of the response.

#### **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Responses are limited to 15 pages excluding resumes.

#### **Proposal Content and Organization:**

1. Signed Letter of Transmittal
2. Table of Contents
3. Firm Profile
4. Experience and Qualifications
5. Response to Scope of Work
6. Cost Proposal
7. References (minimum of three)
8. Resumes or Other Attachments/Supporting Material

## IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### DETAILED SCOPE OF WORK

The Contractor shall perform the following tasks, as requested;

1. **Grant Application Development:** This includes developing scope, budget, narrative, and performing any corrections or review for obtaining FEMA grants.
2. **Grant Monitoring Services:** This includes the review and management of Public Assistance project worksheets, and the administration of approved hazard mitigation projects.

### COST PROPOSAL

Prospective Offerors shall provide titles and hourly rates for team members included for the proposed work. Any additional or other direct costs must be listed, including but not limited to travel and transportation expenses. If the Offeror is selected for its services, after the award is fully executed, there must not be any undisclosed costs charged to the procuring entity.

### EVALUATION CRITERIA

The following is a summary of evaluation factors with point values assigned to each.

**Table 1: Evaluation Point Summary**

<b>Factors:</b>	<b>Points Available</b>
1. Qualifications and Experience	<b>35</b>
2. Response to RFQ	<b>25</b>
3. References	<b>20</b>
4. Cost	<b>20</b>
<b>TOTAL</b>	<b>100 points</b>



## CONTRACT PROVISIONS

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. \*Language as of May 21, 2021.

### All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

	<p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.316.	2 CFR 200

		APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.  (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  (b) Affirmative steps must include:  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;  (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;  (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;  (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;  (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and  (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient.	2 CFR 200.334

	<p>Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p>	Texas Government Code 2271

	<p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201