

VENDORS SHALL IMMEDIATELY COMPLETE THIS  
**SPECIFICATION DOWNLOAD ACKNOWLEDGEMENT**  
AND RETURN IT VIA EMAIL TO: [STEPHANIE.KEETON@CO.LIBERTY.TX.US](mailto:STEPHANIE.KEETON@CO.LIBERTY.TX.US)

These specifications have been made available to view and/or download on-line for your convenience.

**By downloading these specifications, you have agreed to monitor Liberty County Purchasing's Webpage for Addenda(s) pertaining to this invitation to bid.**

## INVITATION TO BID # 25-06

### Body Armor

_____	_____
Date	Legal Name of Company
_____	
Mailing Address	
_____	_____
E-Mail Address	Phone Number
_____	_____
Contact Name	Signature

**Submission of this form does not guarantee addenda notification.**

It is the responsibility of the Vendor  
to monitor Liberty County Purchasing's Website  
for the most current information and addenda(s)  
regarding this invitation to bid.



## INVITATION TO BID #25-06

### BODY ARMOR

February 6, 2025

Liberty County is seeking to award a term contract with firm-fixed pricing on a per unit basis for Body Armor.

Questions and requests for clarification shall be addressed via email to Stephanie Keeton, at [stephanie.keeton@co.liberty.tx.us](mailto:stephanie.keeton@co.liberty.tx.us) or by calling (936)253-8045.

#### IMPORTANT DATES

DUE DATE: February 20, 2025

Bids will be accepted until 10:00 a.m. at 2099 Sam Houston Street, Liberty, Texas 77575 in the Purchasing Office and then will be read aloud publicly.

Bids must be delivered to the County Purchasing Agent by the time and date specified. Late bids will not be opened and will be considered void.

It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the website. Vendors are responsible for monitoring the Purchasing Departments' website at [www.co.liberty.tx.us/purchasing](http://www.co.liberty.tx.us/purchasing) for addenda. No addenda will be issued three (3) days prior to bid opening date.

Bidder must carefully read all instructions, requirements and specifications. Failure to do so will be at the Bidder's risk.

Submittal of bid serves as Vendors' acceptance of all terms, conditions and requirements provided by this Invitation. A contract between Liberty County, Texas and the awarded Vendor will be executed by Commissioners' Court approval and signing of offerors' bid.

Bids will be awarded as promptly as possible consistent with the time required for a thorough analysis of the bids submitted.

A handwritten signature in blue ink, appearing to read "S. Keeton".

Stephanie Keeton, CPPB  
Liberty County Assistant Purchasing Agent

# LIBERTY COUNTY, TEXAS

## INVITATION TO BID #25-06

### **Introduction**

**Intent:** Liberty County, seeks to establish a firm, fixed- price, term contract for Body Armor. The primary purpose is to create at-the-ready resources, at established prices to be utilized as needed and remain in contract with a vendor for replacement pieces and upfitting of any additional officers throughout the term of the awarded contract.

**Contact:** Questions and requests for clarification should be addressed with Assistant Purchasing Agent, Stephanie Keeton, (936) 253-8045 [stephanie.keeton@co.liberty.tx.us](mailto:stephanie.keeton@co.liberty.tx.us). If possible, please submit all questions in writing via email.

**Addenda:** Each change or addendum issued in relation to this Invitation to Bid will be on file in the Office of the Purchasing Agent and will be posted on the Purchasing website as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the website.

**Contract:** A response to this Invitation to Bid is an offer to contract with Liberty County based upon the terms, conditions, and specifications contained herein. Submittal of bid serves as Vendors' acceptance of all terms, conditions and requirements provided by this Invitation.

The intended Contract is attached as ***Attachment A***, and shall be signed and provided as part of offerors' bid response. A contract between Liberty County, Texas and the awarded Vendor will be executed by Commissioners' Court approval and signing of selected offerors'(s) bid.

Once contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract.

**Term:** The anticipated start date of this contract is February 25, 2025 and will expire one (1) year from the start date with the option to renew upon mutual agreement between the County and the awarded vendor for two (2) additional one (1) year periods.

### **Specifications (Scope of Work)**

Attached as ***Exhibit A***

### **General Terms and Conditions**

1. Specifications may reference name brands and model numbers not to limit or restrict bids but to establish a desired level of quality, service, and performance.
2. Unless stated otherwise, Liberty County Terms and Conditions apply.
3. All documents submitted in response to this invitation to bid are subject to Texas Open Records requirements.
4. The County is exempt from federal excise and state sales tax; therefore, applicable taxes must not be included in this bid.
5. Submittal of bid affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation and the offerors willingness to adhere to all requirements, specifications, terms and conditions as set forth herein. The Bidder is expected to examine all documents, forms, specifications and all instructions. Failure to do so will be at the Bidder's risk.

6. All contracts will be awarded by Liberty County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders/offerors are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
7. Liberty County hereby notifies Bidder/Offeror that pursuant to Texas Local Government Code 262.0276 (effective September 1, 2003) Liberty County is prohibited from entering a contract or other transaction which requires approval by Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited liability corporation or other entity which is indebted to the County. Further, this contract may be terminated, and payment withheld if awarded Bidder/Offeror becomes indebted to the County during the term of the Contract.
8. The contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. The contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.
9. Evaluation: Compliance with all bid requirements, delivery, pricing, warranty, work history with Liberty County and the needs to the using department will be considered when evaluation bids. Liberty County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed herein and may request references to which like services or materials have been supplied by the offeror.
10. Liberty County reserves the right to award this contract on the basis of the lowest and best bid in accordance with the laws of the State of Texas, to waive any formality of irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror must first officially notify the Purchasing Agent of intent to contest and may appear before the Commissioners' Court and present evidence concerning Offeror's responsibility.
11. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Liberty County's interpretation shall govern.
12. If offeror electronically scans, re-types or in some way reproduces the County's published solicitation package, then in the event of any conflict between the terms and provisions of the County's published solicitation package, and the terms and provisions of the response made by offeror, the County's solicitation package as published shall control.
13. Liberty County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Liberty County may purchase through the source that provides the lowest and best bid/offer to the County.
14. The bid/offer, when properly supplemented by any bonds and/or certificates of insurance as may be required herein, and when accepted by Liberty County, shall constitute a Contract equally binding between the successful bidder and Liberty County. No invoices will be paid prior to acceptance of Contract by Liberty County. No different or additional terms will become a part of this Contract.
15. If a successful contractor, if applicable, defaults by failing to supply bonds and/or certificates of insurance within the ten (10) day period allotted, the award shall pass to the next lowest bidder upon the approval of Commissioners Court.
16. Offeror, in submitting this bid/offer, agrees that Liberty County shall not be liable to prosecution for damages if the County declares the bidder in default.

17. The offeror shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official or director of Liberty County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
18. The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
19. If it is in the best interest of the County, at its discretion, Liberty County reserves the right to procure items or services awarded under this contract from other sources.
20. A Prime and Alternate Vendor may be awarded the contract for services/items requested herein. In which, the lowest and most responsible bidder will be given the Prime Award and an Alternate Award may be designated to the vendor whose bid provides the County with the next lowest cost and or offers a more appropriate product or service. Departments will be allowed to request service from the Alternate Awarded vendor if the Prime Awarded vendor is not available to provide service or items when required, or if the Prime Awarded vendor has not performed or provided service or items acceptable to the department.

**Instructions for Bid Submittal**

Required Forms: Attached hereto as ***Attachment B***.

- Bidder Certification Form
- Form CIQ
- W-9 Form
- Form 1295: Vendors shall access the Texas Ethics Commission website <https://www.ethics.state.tx.us/filinginfo/1295/> and complete Form 1295 “Certificate of Interested Parties”. See Terms and Conditions Item No. 20 for details pertaining to this requirement. The following information will be needed for proper 1295 form completion:
 

<b>Name of the Governmental Entity:</b>	<b>Liberty County</b>
<b>Contract ID:</b>	<b>#25-06</b>
<b>Description:</b>	<b>Body Armor</b>
- HB 89 Form
- SB 252 Form

Bid format: The Bid Form attached hereto as ***Exhibit B*** must be used for the submission of bid pricing. Bidder shall not alter the bid form in anyway except to complete the form as requested. Bidders shall give full name and address and shall bear the manually executed signature and the title of the authorized agent.

No alternate bids shall be submitted. Bidder shall complete only items on the bid form and shall not alter this bid packet in any way. Unsolicited attachments may be discarded and have no bearing on this bid.

Submission: Bidders shall organize their offers in the following order. Each item shall be completed and signed. The following forms shall be complete and submitted in the order they are listed below. Offers that are not signed and dated may be rejected.

1. Contract – Attached hereto as *Attachment A*
2. Bid Form – Attached hereto as *Exhibit B*
3. Addenda – Signed and Dated, if applicable
4. Required Forms– Attached hereto as *Attachment B*

Bidder shall submit two sets (*1 original and 1 copy*) of their response. The Original shall be clearly marked "**ORIGINAL**" and contain all original signatures. Bids must be submitted in a sealed envelope and marked as **Bid #25-06** prior to **February 20, 2025, no later than 10:00 am** to:

Liberty County Purchasing Agent  
Attention: Harold Seay  
2099 Sam Houston Street  
Liberty, Texas 77575

**Please note that all offers must be received at the designated location by the deadline shown.** Bids may **not** be submitted by fax or electronically. Offers received after the deadline will be considered void. Liberty County is not responsible for lateness of mail carrier, delivery to wrong office, etc. The time/date clock in the Purchasing Office shall be the official time of receipt.

Bids may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered, or withdrawn without the approval of the Commissioners Court.

**TERM CONTRACT**  
**For**  
**BODY ARMOR**

THIS AGREEMENT, entered into the \_\_\_\_\_ day of \_\_\_\_\_, by and between Liberty County, Texas, hereinafter called the “County”, acting herein by Jay Knight, Liberty County Judge hereunto duly authorized, and \_\_\_\_\_ hereinafter called “Vendor” and/or “Contractor”, acting herein by \_\_\_\_\_.

*Vendor Name*  
*Vendors Authorized Signer, Name & Title*

**WITNESSETH THAT:**

Liberty County, Texas desires to engage \_\_\_\_\_ to render certain services as set out in the County’s Invitation to Bid #25-06 for Body Armor and the response submitted by the Vendor.

*Vendor Name*

NOW THEREFORE, the parties do mutually agree as follows:

**1. Scope of Services, as attached Exhibit A.**

**2. Compensation**

The Vendor/Contractor shall be compensated with the per unit pricing submitted on their Bid Form, attached as Exhibit B.

a. Service Fees and Payments:

Payment to the Vendor/Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms of this Agreement. Payment Terms are Net 30 after receipt of product(s), material(s), service(s) or invoices(s), whichever is later.

b. Invoicing:

Upon completion of a deliverable (task, item, etc.) and acceptance by the County, Vendor/Contractor will submit an invoice setting forth amounts due to Vendor/Contractor. Each invoice will be accompanied by documentation that the County may reasonably request to support the invoice amount. The County will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the County approves the amount or any portion of the amount, the County will promptly pay to Vendor/Contractor the amount approved so long as Vendor/Contractor is not in default under this Agreement. If the County disapproves any invoice amount, the County will give Vendor/Contractor specific reasons for its disapproval in writing. Vendor/Contractor will submit invoices to the County as follows: \_\_\_\_\_

**3. Federal and State of Texas Compliance**

The Vendor/Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

**4. Contract Term**

The contract between the County and Vendor/Contractor shall commence on \_\_\_\_\_, 2024, and be in full effect until \_\_\_\_\_, with the option to renew with negotiated pricing, if applicable, upon mutual agreement between the County and the Vendor/Contractor for two (2) additional one (1) year periods. If applicable, contract renewals will be added as addenda to this agreement. Following the base term and any allowable extensions, The County may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Entity Services.

**5. Addenda**

This Agreement may be amended by mutual agreement of the parties hereto by a written addenda to be attached and incorporated into this Agreement.

## **6. Licenses, Permits, Taxes, Fees, Laws, and Regulations**

- a. Vendor/Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor/Contractor's performance of this Agreement.
- b. Vendor/Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor/Contractor's performance of this Agreement.
- c. Vendor/Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations: and the rules and regulations of the County.
- d. Vendor/Contractor shall pay or cause to be paid, without cost or expense to Liberty County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

## **7. Ownership and Use of Work Material**

- a. All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Vendor/Contractor or any Vendor/Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by County, are the sole property of County and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Vendor/Contractor grants and assigns to Liberty County all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with Liberty County in any steps Liberty County may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- c. Vendor/Contractor will deliver all Work Material to Liberty County upon expiration or termination of this Agreement. Liberty County will have the right to use the Work Material for Ownership and Use of Work Material the completion of the Services or otherwise. Liberty County may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than Liberty County on other projects unless expressly authorized by Liberty County in writing.
- d. The Work Material will not be used or published by Vendor/Contractor or any other party unless expressly authorized by Liberty County in writing. Vendor/Contractor will treat all Work Material as confidential.

## **8. Local Program Liaison**

For purposes of this Agreement, Liberty County Purchasing or designee will serve as the Local Program Liaison and primary point of contact for the Vendor/Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

## **9. Maintenance of and Access to Records**

- a. The Vendor/Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. At any time during the term of this Contract and for a period of four (4) years thereafter, The State of Texas, Liberty County, and/or other federal, State and local agencies which may have jurisdiction over this Contract and/or purchase order, at reasonable times and at its expense reserve the right to audit Contractor's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful offerors expense within two (2) weeks of written request.



- c. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor/Contractor in order to conduct audits or other investigations. Records shall be maintained by the Vendor/Contractor for a period of five (5) years after all funds have been expended or returned to USDT, whichever is later.

## **10. Termination**

- a. If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- b. County may terminate this Agreement immediately in the event of the filing by or against Vendor/Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Vendor/Contractor becomes insolvent.
- c. The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- d. Upon termination of this Agreement, Vendor/Contractor will deliver to the appropriate representative of County all Work Material related to the services performed by Vendor/Contractor in the format requested by County together with any keys, identification badges, or equipment owned by County.
- e. County may terminate this Agreement, without cause, upon 30 days written notice to Vendor/Contractor.
- f. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Liberty County. The County reserves the right to immediately cancel any Contract found not to follow governing specifications because of testing by the County.
- g. The continuing non-performance of the Contractor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for materials that are unsatisfactory. The County may give the Vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- h. In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Liberty County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
- i. Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
- j. In the event of breach or default of this Contract, Liberty 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.

## **11. Indemnification**

- a. The Vendor/Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Vendor/Contractor's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

- b. Further, Contractor indemnifies and will indemnify and save harmless Liberty County from liability, claim or demand on their part, their directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. The contractor shall pay any judgement with costs which may be obtained against Liberty County growing out of such injury or damages.

## **12. Breach of Contract Claims**

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the County and the Vendor/Contractor to attempt to resolve any claim for breach of contract made by Vendor/Contractor that cannot be resolved in the ordinary course of business. the County designee will examine Vendor/Contractor's claim and any counterclaim and negotiate with Vendor/Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by the County nor any other conduct, action, or inaction of any representative of the County relating to this Agreement constitutes or is intended to constitute a waiver of the County's or the state's sovereign immunity to suit; and (ii) the County has not waived its right to seek redress in the courts.

## **13. Undocumented Workers**

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Vendor/Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Vendor/Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, the County may terminate this Agreement in accordance with **Section 9**. Vendor/Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

## **14. Responsibility for Individuals Performing Services; Criminal Background Checks**

Each individual who is assigned to perform the Services under this Agreement will be an employee of Vendor/Contractor or an employee of a subcontractor engaged by Vendor/Contractor. Vendor/Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Vendor/Contractor will (1) provide the County with a list ("**List**") of all individuals who may be assigned to perform the Services, and (2) have an appropriate criminal background screening performed on all the individuals on the List. Vendor/Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Vendor/Contractor will not knowingly assign any individual to provide services who has a history of criminal conduct, including violent or sexual offenses. Vendor/Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

## **15. Certification regarding Boycotting Israel**

If (1) this agreement has a total value in excess of \$100,000.00 and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then pursuant to Chapter 2270, *Texas Government Code*, Vendor/Contractor certifies (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**16. Vendor/Contractor Verification regarding Boycotting Energy Companies**

If (1) this agreement has a total value in excess of \$100,000, and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#)), Vendor/Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

**17. Certification regarding Business with Certain Countries and Organizations**

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Vendor/Contractor certifies Vendor/Contractor is no engaged in Business with Iran, Sudan, or a foreign terrorist organization. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**18. Debarment and Suspension**

The Vendor/Contractor will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party 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. If applicable, in the event an awarded party or their subcontractor(s) becomes debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

**19. Vendor/Contractor Certification Relating to Critical Infrastructure**

Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 2116, 87th Texas Legislature, Regular Session \(2021\)](#)), Vendor/Contractor certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Vendor/Contractor held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (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; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Vendor/Contractor understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Vendor/Contractor's or its parent company's securities are publicly traded or (2) Vendor/Contractor or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Vendor/Contractor acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

**20. Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of the Agreement during any of the County's future fiscal years unless and until the County's Commissioners Court appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**21. General Terms and Conditions**

a. This Agreement shall be fully governed by the laws of the State of Texas and that Liberty County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the

County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Liberty County, Texas. All documents are subject to Texas Open Records requirements.

- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this 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 this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the term's or provisions of the Contract.
- f. Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
- g. Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Liberty County.
- h. If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- i. Liberty County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or through separate procurement actions due to the unique or special needs of Liberty County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offeror and such action shall not invalidate in whole or in part this Contract or any rights or remedies Liberty County may have hereunder.
- j. The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall has been completed and accepted.
- k. Any notice provided by this Contract (or required by law) to be given to the Contractor by Liberty County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Liberty, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- l. Neither the County nor the successful offeror shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party affected shall use reasonable

efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

- m. When or where any direct or indirect damage or injury is done to public or private party by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- n. A Prime and Alternate Vendor may be awarded the contract for services/items requested herein. In which, the lowest and most responsible bidder will be given the Prime Award and an Alternate Award may be designated to the vendor whose bid provides the County with the next lowest cost and or offers a more appropriate product or service. Departments will be allowed to request service from the Alternate Awarded vendor if the Prime Awarded vendor is not available to provide service or items when required, or if the Prime Awarded vendor has not performed or provided service or items acceptable to the department.

**ENTIRE AGREEMENT:**

This contract contains the whole agreement between the County and Offeror in respect to the purchase and sale contemplated hereby, and there are no representations, terms, conditions, or collateral agreements, other than expressly set forth herein and the documents described in paragraph 1 above.

**WHEREFORE**, premises considered, County hereby executes this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**LIBERTY COUNTY, TEXAS:**

**OFFEROR:**

\_\_\_\_\_  
*Signed Name (County Judge)*

\_\_\_\_\_  
*Signed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## **SPECIFICATIONS/SCOPE OF WORK**

This scope of work (“SOW”) establishes the minimum requirements for services/goods requested in Invitation to Bid #25-06/Body Armor.

By submission of bid, the successful offeror, herein after called (*Vendor/Contractor*) warrants the following **General Specifications and Scope of Work:**

1. The vendor has a permanent location(storefront) within seventy (70) miles of Liberty County Sheriff’s Office located at 5345 North Main Street, Liberty Texas 77575.
2. In addition to all other warranties, whether expressed or implied herein, Vendor warrants to County that items and/or services furnished hereunder will be new and not used and of good quality and new unless otherwise required or permitted and that the work will be free from defects and will conform to the requirements of the Contract Documents. Items and/or services not conforming to these requirements shall be deemed defective and shall be replaced or performed again at the discretion of Liberty County.
3. The vendor shall have a permanent location(storefront) within seventy (70) miles of Liberty County Sheriff’s Office located at 5345 North Main Street, Liberty Texas 77575.
4. Vendor shall offer fitting and measurement instore and on-site at Liberty County Sheriff’s Office as needed at no additional cost.
5. The vendor must be able to supply Body Armor and Outer Vest Carrier from the same manufacturer.
6. DELIVERY: Items ordered from this bid/offer may require delivery to various locations throughout Liberty County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Liberty County designated location) are to be included in the bid/offer price except as noted herein.
7. Orders will be issued on an “as needed” basis, vendors are not guaranteed an order and minimum quantity orders are not allowed.
8. All delivery and freight charges (FOB Liberty County destinations) are to be included in the bid price. While in transit, the successful vendor will pay all transportation costs and will assume all risk of loss.
9. In addition to all other warranties, whether expressed or implied herein, Vendor warrants to County that items and/or services furnished hereunder will be of good quality and new unless otherwise required or permitted and that the work will be free from defects and will conform to the requirements of the Contract Documents. Items and/or services not conforming to these requirements shall be deemed defective and shall be replaced or performed again at the discretion of Liberty County.
10. Vendor shall be responsible for notifying appropriate Sheriff’s Office staff of any recall notices, warranty replacements, safety notices, or any applicable notice regarding products provided to Liberty County.
11. Vendor shall not fulfill an order prior to receipt of Purchase Order for the ordering entity.
12. Vendor shall clearly itemize the goods and/or services provided as to the quantity, part number, description, price, applicable discount (if any) on all invoicing. ONLY charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.
13. Contractor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, and regulations relating to the provision of the services contracted to be provided by offeror hereunder or which in any manner affect this Contract. The Vendor shall make himself familiar with and always shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.
14. Liberty County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the Contract in the form of an addendum. Additional items shall be priced in accordance with this Contract with appropriate discounts being applied.

# Liberty County Bid Form

## ITB#25-06/Body Armor

The bid price shall be full compensation for all materials, labor, tools, shipping and incidentals necessary to complete the work.

Quantities may be approximate and based on the quantities ordered in the past thirty-six (36) months. The vendor may not limit an order or shipment of an order with a "Minimum Dollar Amount or Quantity Amount." In reference to new product/service bids, quantity usage may be stated as one or more.

*Bidders shall fill out the following form in its entirety. Failure to do so may result in disqualification.*

Item	Description	Approx. Qty	Price per Each	Extended Total
1	Safariland Xtreme Armor Ballistic Panel Model BA-3A00S-XT03 or equal If item bid is an equal to specify the following: Manufacturer: _____ Model: _____	36	\$ _____	\$ _____
2	Safariland M2 Covert Carrier, Navy or equal If item bid is an equal to specify the following: Manufacturer: _____ Model: _____	33	\$ _____	\$ _____
3	Safariland U1 Overt Carrier Front Opening or equal If item bid is an equal to specify the following: Manufacturer: _____ Model: _____	68	\$ _____	\$ _____
4	Safariland Bothell Carrier or equal If item bid is an equal to specify the following: Manufacturer: _____ Model: _____	8	\$ _____	\$ _____

**Grand Total of Items 1-4 for Evaluation Purposes Only: \$ \_\_\_\_\_**

Please list the Store Location: \_\_\_\_\_

How many miles is it to the Liberty County Sheriff's Office from the above address? \_\_\_\_\_

What is the Delivery time after receipt of Purchase Order: \_\_\_\_\_

Please provide contact information for order placement:

Contact Name: \_\_\_\_\_

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

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

## **BIDDER CERTIFICATION**

**CERTIFICATION:**

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications and the Terms and Conditions.

I understand that Liberty County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any formalities in the best interest of Liberty County.

Below, select which applies:

\_\_\_\_\_ I certify that that Form CIQ is not necessary as no such relationship exist with elected/appointed officials which might cause a conflict of interest.

\_\_\_\_\_ As required, Form CIQ has been provided to Liberty County Clerk's Office and was filed on this date: \_\_\_\_\_

---

LEGAL NAME OF COMPANY AND COMPLETE MAILING ADDRESS

---

SIGNATURE

---

DATE

---

PRINTED NAME

---

TITLE

---

EMAIL ADDRESS

---

PHONE NUMBER



**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

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<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 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

**5 Check only if there is no Interested Party.**

**6 UNSWORN DECLARATION**

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

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

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

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

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

**ADD ADDITIONAL PAGES AS NECESSARY**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

HOUSE BILL 89 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2271 A governmental entity may not enter into a governmental contract with Companies Boycotting Israel.

Definitions pursuant to Section 2271.001, Texas Government Code:

(1) "Boycott Israel" has the meaning assigned by Section [808.001](#).

a. Sec. 808.001. DEFINITIONS. In this chapter:

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

(2) "Company" has the meaning assigned by Section [808.001](#), except that the term does not include a sole proprietorship.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(2) "Company" means a for-profit 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.

(3) "Governmental entity" has the meaning assigned by Section [2251.001](#).

a. Sec. 2251.001. DEFINITIONS. In this chapter:

(3) "Governmental entity" means a state agency or political subdivision of this state.

I, \_\_\_\_\_ (printed person's name), the undersigned representative of (Company or Business name) \_\_\_\_\_

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.**

**1. Does not boycott Israel currently; and**

**2. Will not boycott Israel during the term of the contract.**

\_\_\_\_\_  
DATE

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

## SENATE BILL 252 VERIFICATION FORM

**Under provisions of Subtitle F, Title 10, Government Code Chapters 2252 A governmental entity may not enter into a governmental contract with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.**

Definitions pursuant to Section 2252.151, Texas Government Code:

(1) "Company" has the meaning assigned by Section 806.001.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(3) "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, 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) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter [2254](#).

(4) "Governmental entity" has the meaning assigned by Section [2252.001](#).

a. Sec. 2252.001. DEFINITIONS. In this subchapter:

(2) "Governmental entity" means:

(A) the state;

(B) a municipality, county, public school district, or special-purpose district or authority;

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).

I, \_\_\_\_\_ (printed person's name), the undersigned representative of (Company or Business name) \_\_\_\_\_ (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252:**

- 1. Is not engaged in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations; and**
- 2. Will not engage in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations during the term of the contract.**

\_\_\_\_\_  
DATE

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