

VENDORS SHALL IMMEDIATELY COMPLETE THIS
SPECIFICATION DOWNLOAD ACKNOWLEDGEMENT
AND RETURN IT VIA EMAIL TO: 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 request for proposal.

Request for Proposal #25-08

Autopsy Transports and Pauper Cremation

_____	_____
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 request for proposal.



REQUEST FOR PROPOSAL #25-08

Autopsy Transports and Pauper Cremations

February 6, 2025

You are invited to submit a proposal, in accordance with the requirements of this solicitation as attached, the County's Request for Proposal ("RFP") for *Autopsy Transports and Pauper Cremations*.

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

Proposals will be accepted until 10:00 a.m. on February 20, 2025, at 2099 Sam Houston Street, Liberty, Texas 77575 in the Purchasing Department. The names of the respondents will be read aloud publicly immediately after the submittal deadline.

Proposals must be delivered to the County Purchasing Agent by the time and date specified. It is the responsibility of the offeror to ensure that the RFP is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting provider.

It shall be the offeror'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 for addenda. No addenda will be issued three (3) days prior to the submittal deadline.

Proposal submittal serves as Vendors' acceptance of all terms, conditions and requirements provided by this request. Upon acceptance and approval by the Commissioners' Court, this proposal and its contents, become part of the contract between Liberty County and the awarded vendor. Liberty County will award the proposals as promptly as possible consistent with the time required for a thorough analysis of the proposals submitted.

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

Stephanie Keeton, CPPB
Liberty County Assistant Purchasing Agent

LIBERTY COUNTY, TEXAS
REQUEST FOR PROPOSAL #25-08

Introduction

Intent: Liberty County, herein “the County”, seeks to establish a firm, fixed- price, term contract for Autopsy Transports and Pauper Cremations, with qualified Individuals, Firms or Corporations, herein after “Respondent(s)”. The primary purpose is to create at-the-ready resources, at established prices to be utilized as needed.

Contact: Questions and requests for clarification should be addressed with Assistant Purchasing Agent, Stephanie Keeton, (936) 253-8045 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 Request for Proposal 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 Offeror’s responsibility to make inquiry as to change or addenda issued, and to monitor the website.

Contract: A response to this Request for Proposal is an offer to contract with Liberty County based upon the terms, conditions, and specifications contained herein. Submittal of proposal 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’ response. A contract between Liberty County, Texas and the awarded Vendor will be executed by Commissioners’ Court approval and signing of selected offerors’(s) contract.

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

Term: The anticipated start date of this contract is March 14, 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 three (3) additional one (1) year periods.

Schedule of Events

Note: All dates are tentative, and the County reserves the right to change these dates at any time. At the sole discretion of the County events listed in the Schedule of Events are subject to scheduling changes and cancellation. The County will make public any changes to stated.

Advertisements of RFP	February 6, 2025 and February 13, 2025
Deadline for submission of RFP clarifications	February 13, 2025, at 5:00 PM
If applicable, Issuance of Responses to RFP clarifications	February 14, 2025
Deadline for submission of proposals	February 20, 2025, at 5:00 PM
Evaluation of Proposals	February 24, 2025 through March 4, 2025
If applicable, Virtual Interview(s)	March 3, 2025
Anticipated date of Award	March 11, 2025
Anticipated start Date of Contract	March 14, 2025
Contract Kick-Off Meeting with Awarded Respondent	March 13, 2025

Specifications (Scope of Work)

Attached as ***Exhibit A***

Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, solicitation responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, in the sole discretion of the County.

Respondents must:

- have recently been in business for a minimum of five (5) years
- be financially solvent and adequately capitalized; and
- be authorized to do business in the State of Texas

General Terms and Conditions

1. Unless stated otherwise, Liberty County Terms and Conditions apply.
2. All documents submitted in response to this Request for Proposal are subject to Texas Open Records requirements.
3. The County is exempt from federal excise and state sales tax; therefore, applicable taxes must not be included in an offer.
4. Submittal of offer 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 Offeror is expected to examine all documents, forms, specifications and all instructions. Failure to do so will be at the Offeror's risk.
5. All contracts will be awarded by Liberty County without consideration as to race, religion, sex, national origin or disability of Offeror. Successful Offerors/offerors are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
6. Liberty County hereby notifies 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 Offeror/Offeror becomes indebted to the County during the term of the Contract.
7. Evaluation: Compliance with all requirements, delivery, pricing, warranty, work history with Liberty County and the needs to the using department will be considered when evaluating offers. Liberty County may request representation and other information sufficient to determine Offeror'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.
8. Liberty County reserves the right to award this contract 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 offerors.
9. 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.
10. 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.
11. 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.

12. 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 Offeror 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.
13. 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 Offeror upon the approval of Commissioners Court.
14. Offeror, in submitting this bid/offer, agrees that Liberty County shall not be liable to prosecution for damages if the County declares the Offeror in default.
15. 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.
16. 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.
17. 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.
18. A Prime and Alternate Vendor may be awarded the contract for services/items requested herein. In which, the lowest and most responsible Offeror will be given the Prime Award and an Alternate Award may be designated to the vendor whose offer 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.

Overview

Liberty County is a county in the U.S. state of Texas. As of the 2020 census, its population was 91,628.^[1] The county seat is Liberty. Liberty County is included in the Houston-The Woodlands-Sugar Land, TX metropolitan statistical area. According to the U.S. Census Bureau, the county has a total area of 1,176 sq mi (3,050 km²), of which 18 sq mi (47 km²) (1.5%) are covered by water.^[7]

Adjacent counties

- Polk County (north)
- Hardin County (east)
- Jefferson County (southeast)
- Chambers County (south)
- Harris County (southwest)
- Montgomery County (west)
- San Jacinto County (northwest)

Cities

- Ames
- Cleveland
- Daisetta
- Dayton
- Dayton Lakes
- Devers
- Hardin
- Liberty (county seat)
- Mont Belvieu (mostly in Chambers County)
- Nome

National protected areas

- Big Thicket National Preserve (part)
- Trinity River National Wildlife Refuge

Unincorporated communities

- Colony Ridge
- Dolen
- Eastgate
- Hightower
- Hoop and Holler
- Macedonia
- Moss Bluff
- Moss Hill
- Rayburn
- Raywood
- Romayor
- Rye
- Stilson
- Tarkington Prairie

North Cleveland
Old River-Winfree (mostly in Chambers County)
Plum Grove

Census-designated place
Big Thicket Lake Estates (partly in Polk County)
Hull

Town
Kenefick

Additional Requirements if Awarded

Insurance

a) The awarded vendor shall provide the County insurance certificates as proof of the insurance policies obtained by the Contractor. All insurance required shall be issued and maintained with responsible insurance companies organized under the laws of one of the states of the United States, qualified to do business in Texas and having a rating from A.M. Best of A- or higher.

The contractor shall maintain at a minimum, the following insurances during the execution of the contract:

General Liability

\$ 1,000,000 per occurrence limit

\$ 2,000,000 aggregate limit

Automobile Liability

\$ 1,000,000 combined single limit

Workers Compensation

Statutory Limits

\$ 1,000,000 employer's liability limits

- b) All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the term of this contract.
- c) All policies shall provide that coverage shall not be cancelled without thirty (30) days prior notice to the Certificate Holder.
- d) **Liberty County Purchasing, 2099 Sam Houston Street, Liberty, Texas, 77575 shall be listed as a Certificate Holder.**
- e) Insurance Renewals and Notice of Cancellations may also be sent electronically to stephanie.keeton@co.liberty.tx.us.
- f) Insurance certificates do not need to be submitted to Liberty County until the contract is awarded.

Instructions for Proposal Submittal

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

- Vendor Profile & Offeror 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: **Name of the Governmental Entity: Liberty County**
Contract ID: #25-08
Description: Autopsy Transports and Pauper Cremations
- HB 89 Form
- SB 252 Form
- References

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

Offeror shall complete only items on the form and shall not alter this request for proposal packet in any way. Unsolicited attachments may be discarded and have no bearing on this RFP.

Submission: Offerors 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. Pricing Form – Attached hereto as **Exhibit B**
3. Addenda – Signed and Dated, if applicable
4. Required Forms – Attached hereto as **Attachment B**

Offeror shall submit four sets (**1 original and 3 copies**) of their response. The Original shall be clearly marked "**ORIGINAL**" and contain all original signatures. Proposals must be submitted in a sealed envelope and marked as **RFP #25-08** 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. Responses 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.

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

NOTE: The County Observes the below holidays over the next two (2) months, County Offices will be closed.

February 17th, 2025 - Presidents' Day
March 3rd, 2025 -Texas Independence Day
March 21st, 2025 -Liberty Jubilee

Evaluation

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

1. Initial Compliance Screening

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

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored.

Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

2. Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee that will utilize the weighted evaluation criteria listed below to rank offerors. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge, or experience with the services and/or goods being procured hereunder. Respondents meeting all requirements and deemed most qualified may receive further evaluation via a virtual meeting with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Responses will be evaluated based upon the criteria outlined in this document and scored accordingly. The respondent whose submission is determined to be the most advantageous to Liberty County, taking into consideration the evaluation factors set forth, shall be selected. Liberty County may waive informalities and minor irregularities on responses received.

If no vendor adequately meets the requirements, specifications, pricing, or any other standards as defined herein, Liberty County reserves the right to reject any or all responses or parts thereof. This RFP does not commit Liberty County to award any contract or to pay any costs incurred in the preparation of responses. Liberty County reserves the right to accept or reject, in whole or in part, all responses submitted and/or to cancel this RFP.

3. Evaluation Criteria

Proposals will be evaluated utilizing the factors, as weighted below:

- | | |
|---|-----|
| a) Company Background and Capacity of Offeror | 30% |
| b) References and/or Experience based on past service to the County | 35% |
| c) Reasonability of fees as compared to other offerors | 30% |
| d) Overall Completeness of Proposal Packet | 5% |

4. Additional Evaluation Criteria

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

5. Competitive Range and Best and Final Offer

The County may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If the County elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The County, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range. The County reserves the right to negotiate with any and all service providers submitting timely RFPs.

6. Consideration of Award

To be considered for award, respondents must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this solicitation and to produce the specified services in a timely manner. The County, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

TERM CONTRACT
For
Autopsy Transports and Pauper Cremations

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 Request for Proposals #25-08 for Autopsy Transports and Pauper Cremations 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 on the attached form, **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 invoice(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 _____, 2025, 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 three (3) 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 offer 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

SCOPE OF SERVICE

Liberty County is seeking proposals from qualified firms to provide autopsy transportation services and disposition of the bodies of deceased paupers by cremation, pursuant to all federal, state and local laws, statutes, rules and regulations in effect. This scope of work (“SOW”) establishes the minimum requirements for these services.

It is the intent of Liberty County to award a contract to any and all qualified respondents that may meet and/or exceed the services specified herein, to be placed on a rotating system, as determined by the County’s Commissioners’ Court, if one or more Contractors are awarded.

Contractor Warrants

By submission of proposal, the successful Offerors, herein after called (Contractor) warrants to meet and maintain through the initial and any renewal terms of the contract, each of the following:

1. That it has sufficient and requisite experience, personnel, education, licenses, permits, equipment, and knowledge to collect safely and lawfully, transport and/or cremate deceased bodies.
2. The Contractor is required to assume responsibility for all services obtained under contracts resulting from this RFP.
3. The Contractor will be bonded, insured and have a commercial enterprise at a fixed site.
4. The Contractor shall comply with Chapter 651 of the Texas Occupations Code and Chapter 716 of the Texas Health and Safety Code at all times.
5. Pricing offered by the Contractor provides for including but not limited to all necessary labor, equipment, and materials for performing defined services.

General Statement of Work

1. Transportation of Bodies for Autopsy
 - a. The contractor shall provide transportation of bodies for autopsy to Forensic Medical, Beaumont, Texas, twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year.
 - b. The Contractor shall provide a reliable telephone number to the County that is staffed and answered twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year.
 - c. The Contractor’s personnel shall be courteous and professional in demeanor and present themselves in neat and clean attire at all times and at all locations that services are preformed.
 - d. Liberty County will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Contractor owned equipment. At no time will the county be responsible or accept liability for any Respondent owned items.
 - e. The Contractor is required to retain total liability for their own equipment.
 - f. The Contractor will use body bags, when required. *(Offerors proposed price shall include the cost of body bags)*
 - g. Procedures for allowable autopsy transports to be paid for by Liberty County, Texas are as follows: Justice of the Peace of Liberty County will contact the appropriate awarded vendor directly or through the Liberty County Dispatch Center and provide the location and other instructions for pick-up. ***The vendor must arrive on scene within one (1) hour from the initial contact for pick-up.*** If the Contractor cannot respond to a call, they must immediately notify the Justice of the Peace that requested the pick-up. Failure or Inability to respond timely may result in the dispatch of an alternate contractor.

- h. The County will ONLY recognize and pay for transport services approved by any Liberty County Justice of the Peace. Liberty County will NOT pay for ANY transport to Forensic Medical that has NOT been approved by a Justice of the Peace of Liberty County, even if the contractor receives a dispatch call from law enforcement agencies, emergency medical, and/or hospital. Liberty County will NOT pay for transport services from the Contractor's facility to another facility or any location.
 - i. Once the transportation of a body is accomplished and sufficient supporting documentation, as determined by the County Auditor, is provided to the County Auditor with an invoice, the County Auditor may process payment to the Contractor. Invoices for transportation services under the contract shall be submitted no less than monthly.
1. Disposition of Bodies of Deceased Paupers
- a. The contractor shall provide cremation of indigents certified as paupers by the County Judge of Liberty County, Texas complying with all respects to the most recent Liberty County Pauper Burial Policy approved by Liberty County Commissioners Court.
 - b. If the decedent's remains are in the possession of the Contractor, the authorized agent or Contractor may submit to the County Official designated by Commissioners Court an acknowledged Application for Disposition in accordance with the County's Pauper Burial Policy.
 - c. The County shall have no responsibility for any costs or cremations, interment or other disposition of remains, other than the amounts agreed upon under the awarded contract for cremations of deceased persons determined by the Commissioners Court to be eligible for disposition by the County.
 - d. Once cremation of a pauper is accomplished and sufficient supporting documentation, as determined by the County Auditor, is provided to the County Auditor with an invoice for cremation costs, the County Auditor may process payment to the Contractor.

PROPOSAL PRICING FORM

Pricing offered shall be full compensation for all fees, including but not limited to; materials, labor, equipment, insurance, fuel and incidentals necessary to complete the services requested in Request for Proposal #25-08 for Autopsy Transports and Pauper Cremation.

Autopsy Transports

For all calls *North* of Highway 105 \$ _____
Transport for Autopsy to Forensic Medical, Beaumont, Texas

For all calls *South* of Highway 105 \$ _____
Transport for Autopsy to Forensic Medical, Beaumont, Texas

Paupers

Cremation \$ _____
Only to be used for Indigents certified as Paupers by Liberty County

Transportation from Autopsy at Forensic Medical in Beaumont, Texas \$ _____
To Contractor's Facility for Cremation

Please provide Contact Information for Autopsy Transport, to be available twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year.

1) _____ 2) _____
Name Phone Number Name Phone Number

Vendor Name

VENDOR PROFILE

Company Name and Form of Business (Inc, Partner)				
Principal Office Address		Number of employees	Nationally	Locally
Phone		Year Founded		
Binding Official				
Phone		Primary Contact for this Proposal	Phone	
Email		Email		
Address		Office Address		

OFFEROR 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 proposals 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: _____

SIGNATURE

DATE

PRINTED NAME

TITLE

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one 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) ▶ _____ Note. 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) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Social security number										
or										
Employer identification number										

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

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

REFERENCES

Liberty County request offerors to provide a minimum of three (3) references in which your business has provided the same or similar services requested for this project.

If you or your company has provided services for Liberty County *PREVIOUSLY*, indicate in a reference section below the Department Name and Contact information you worked with.

You may provide more than three (3) references however if you desire.

Business Name: _____ Business Phone Number: _____

Contact Name: _____ Contact's Direct Number: _____

Contact's E-mail Address: _____

Business Name: _____ Business Phone Number: _____

Contact Name: _____ Contact's Direct Number: _____

Contact's E-mail Address: _____

Business Name: _____ Business Phone Number: _____

Contact Name: _____ Contact's Direct Number: _____

Contact's E-mail Address: _____

Business Name: _____ Business Phone Number: _____

Contact Name: _____ Contact's Direct Number: _____

Contact's E-mail Address: _____

Business Name: _____ Business Phone Number: _____

Contact Name: _____ Contact's Direct Number: _____

Contact's E-mail Address: _____

Business Name: _____ Business Phone Number: _____

Contact Name: _____ Contact's Direct Number: _____

Contact's E-mail Address: _____

Vendor Name