

LLANO COUNTY, TEXAS



**Request for Proposal
VOIP Telephones and Internet Service**

Proposal # 2022-503-001

**Due Date
November 17, 2022**

INSTRUCTIONS/TERMS AND CONDITIONS/BID DOCUMENTS

Table of Contents

Schedule of Dates and Summary Information	Page 2
Bid Instructions and Requirements	Page 3-7
• Information for Proposal	
Scope of Work and Specifications	Pages 8-10
Evaluation Criteria	Page 11
Standard Terms and Conditions	Pages 12-23
• Insurance Requirements	
• Bond Requirements	
• Criminal Background Check Requirements	
Bid Forms Section	Pages 24-33
• Rate and Fee Schedule Form	
• Vendor References	
• Certification of Eligibility	
• Bid Proposal Signature Form	
• Conflict of Interest Information	
• Certificate of Interested Parties Form HB1295	

This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the proposal package. Those submitting an RFP are responsible for reading the entire package and complying with all specifications.

SCHEDULE OF DATES AND SUMMARY INFORMATION

INTENT: It is the intent of this REQUEST FOR PROPOSAL (RFP) to solicit proposals for County Internet and VOIP Phone service.

WHAT: Bidders are requested to submit a bid for internet and phone services at eight offices in Llano County.

WHERE: Llano County Offices

Highway 71 Annex	1447 E State Hwy 71, Llano, TX 78643
Agriculture Extension	
Juvenile Probation	
Elections Office	
Land Development	
Public Defender	
Tax Annex	100 W Sandstone St, Llano, TX 78643
County Clerk	
Human Resources	
State Representative	
US Congressman	
Auditor	
Sheriff's Department	2001 North State, Hwy. 16, Llano, TX 78643
County Jail	
County Clerk	107 West Sandstone, Llano, TX 78643
District Attorney's Office	811 Berry Street, Llano, TX 78643
Llano Library	102 E Haynie St, Llano, TX 78643
Road and Bridge Department	802 E Young St, Llano, TX 78643
Courthouse	801 Ford St, Llano, TX 78643
District Clerk's Office/Courthouse Annex	832 Ford St, Llano, TX 78643

WHO: Llano County Data Processing Department will lead the initiative. The primary contact will be Clay Etter, Data Processing Department Head, cetter@co.llano.tx.us

BID PUBLISHED: Packets released on **October 24, 2022** after approval of RFP in Commissioner's Court.

DUE DATE: November 17, 2022 – at which time the Proposals will be opened and evaluated in the Llano County Auditor's Office, 100 W Sandstone Street, Llano, Texas 78643.

AWARD DATE: November 30th, 2022 –at which time the Llano County Commissioners' Court will approve the winning bid

PROPOSAL SUMMARY:

The Llano County Data Processing department is seeking bids for VOIP phones and internet service at eight county offices. The chosen vendor should be committed to work with Llano County department staff during the installation and implementation to aid staff with a general understanding of the system. Users should be trained by the vendor or its agents on the proper use and basic troubleshooting of the equipment. Upon the completion of the installation, the vendor should be prepared to fully test the system to assure optimum functionality and performance is achieved. The project must be completed while the Llano County department remains operational.

INSTRUCTIONS AND SUBMISSION REQUIREMENTS

Proposal Format

The following information shall be submitted in your proposal in the order to be considered for the project. Prospective contractors must submit a complete response as required by the RFP. Contractors must submit evidence of their ability to provide complete, thorough and comprehensive responses, and information for each of the following components of the RFP.

Company Overview - A brief summary of history and experience. Where is your company Headquarters? Include any litigation your company has been involved in over the last five (5) years. Include a description of the quality of service your company provides.

RFP Response, Addenda - Completed proposal and or addenda. Include all required Forms.

References - Submission of three (3) current Texas government customers, County Name, address, number email and include the name and number of contact person.

Background and Experience - Firm must provide creative briefs outlining the goals(s), objectives, audience, strategies, budget and measurement. The selected Firm must demonstrate ability to strategically plan, integrate, manage and execute an assortment of marketing projects directly related to destination marketing

Background and credentials specifications with relevant experience

Provide previous work examples that demonstrate the ability to perform the services listed in the RFQ.

Rates & Fees - Include all costs of the installation of the project and the ongoing fees for years 1-3.

All bids must be submitted with the forms provided in this bid document. No proposals will be considered in which the proposal, specifications, or any provisions have been modified.

The Request for Proposal number, **"2022-503-001"** shall appear on any technical data or additional information furnished by your company with this bid SUBMISSION OF PROPOSALS/BIDS: Two (2) complete sets of all bid documents (original and one (1) copy) shall be sealed and marked Bid #2022-503-001 VOIP Phones and Internet for Llano County.

**Llano County Auditor's Office
PO Box 980 or 100 W Sandstone St
Llano, Texas 78643**

In order to assure your proposal is fairly considered, it must be submitted in a properly sealed envelope, clearly marked on the outside lower left-hand corner surface with the numbers **"2022-503-001"**. Proposals marked otherwise may be opened prematurely.

Respondents are prohibited from contacting or communicating in any means with any consultant,

employee, manager or elected official of Llano County concerning this bid/proposal except for questions and clarifications concerning the proposal by Respondents directed to Clay Etter at cetter@co.llano.tx.us Failure to comply with this guideline will result in disqualification from the bid process.

All bids /proposals must be sealed when returned to Llano County.

The bid must be signed and dated by a representative of the vendor's company who is authorized to negotiate and commit their company to provide services requested. It should be sealed, and received by Llano County Auditor, 100 W Sandstone St or PO Box 980, Llano, TX 78643 by the closing date and time specified. A facsimile transmission is not an acceptable response to this Bid.

All questions/checklists /blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection /disqualification.

BIDS /PROPOSALS WILL BE received at the address listed above.

PROPIETARY INFORMATION

All proposals must clearly identify any information that is considered to be proprietary.

It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Proposal Signature Form, Certification of eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.

All documents relating to this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Llano County website and available for download by bidders and other interested parties. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.

It is understood that the Commissioners Court of Llano County, Texas reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Llano County. Receipt of any bid, shall under no circumstances, obligate Llano County to accept the lowest price.

Bids shall include this invitation to bid and all additional documents submitted. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as indicated. **Facsimile transmittals will not be accepted.**

Bids will be opened at the location, date, time stated in this bid document. All bids shall be opened and then scored using the evaluation criteria in this packet. Bids will be available for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the bid and identified by bidder as such.

Other Information regard Proposals

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

This bid and submitted documents, when properly accepted by Llano County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Llano County. No different or additional terms will become part of this contract with the exception of Change Orders executed by Llano County Commissioners' Court.

For proper identification: proposal number, closing time, date, and item requested must appear on outside of envelope.

A bid that is in the possession of the County Auditor may be withdrawn by the company's representative, in person (with proper identification) or by written request up to the time of the bid opening. Bids may be altered by letter bearing the signature or name of the person authorized for submitting bid, provided it is received prior to the time and date of opening. Any alteration should not reveal the proposal price but should indicate the addition, subtraction, or other change in the bid. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

The Commissioners Court of Llano County reserves the right to reject any and all bids. To accept in whole or part, to waive any informality in the proposals received; to accept proposals separately or combine proposals as it shall deem to be in the best interest of Llano County.

Bids are solicited for furnishing a quote only and imply no obligation on part of Llano County. Llano County reserves the right to negotiate in private with all responsible submitters in order to obtain the best possible contract for overall County purposes.

The failure of any company to comply with the terms of this request for bid will subject any contract or purchase order to revocation.

Successful bidder shall defend, indemnify and save harmless Llano County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost, which may be obtained, against Llano County growing out of such injury or damages.

Any injury or damages sustained by Llano County, its officers, agents, or employees arising from any negligent act or fault of said person(s) shall be the responsibility of Llano County and Llano County will indemnify and hold harmless successful bidder from the same. Llano County shall pay any judgment with cost, which may be obtained against successful bidder and growing out of such injury or damages.

This contract shall remain in effect until contract expires, delivery/completion and acceptance of items and/or services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein, the reasons for such cancellation. Llano County reserves the right to award-cancelled contract to the next best bidder as it deems to be in the best interest of the County.

Llano County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award. Llano County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with the accepted bid. Breach of contract or default authorizes the County to award to another bidder or purchase elsewhere.

Llano County will in no way be bound to purchase any predetermined amounts under this contract.

Llano County may accept all or part of proposal/proposals submitted for different locations.

The successful bidder shall not sell, assign, transfer or convey any contract resulting from this invitation to bid, in whole or in part, without the prior written consent of Llano County.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the bid document and/or bid Instructions/Term Conditions.

Any oral statement by any representative of the County, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

No public official shall have an interest in a contract in accordance with Vernon's Texas Codes Annotated, Title C, Chapter 171, Local Government.

Llano County operates on a "Purchase Order" system. A purchase order must be issued by the Auditor's office before a purchase, a pick-up or a delivery of any product or service is authorized. Payment to the vendor will be made within thirty (30) days of acceptance of a product or service by the Department Head and presentation of a valid vendor invoice. Vendor shall reference the Llano County Purchase Order number on the invoice in order for the invoice to be valid.

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

All products bid and delivered must meet or exceed specifications, including Federal and State regulations. Llano County reserves the right to award contract(s) to one or more vendor(s) as deemed best interest of Llano County.

Llano County does not discriminate on the basis of race, color, national origin, sex, religion, age or

disability in employment or the provision of services.

Scope of Work and Specifications

SCOPE OF WORK:

The awarded firm shall be responsible to provide all labor, materials, equipment, supplies, and tools required to complete the work as specified, and in compliance with all applicable federal, state and local code and standards. The awarded firm must oversee and coordinate the entire project. Any subcontractors shall be approved by the Llano County department, in writing, prior to use. The awarded Proposer shall also be responsible, at no additional cost to the County, for cleanup and disposal of all trash and construction debris generated by the project, and repair of any damage caused by the Contractor or subcontractors. Disposal of any existing items must not be used in the new installation. Final acceptance of the work will be provided by the Llano County department in writing. If the work is rejected, the IT Director will provide a punch list the awarded firm shall be required to complete successfully within a specified time frame in order to receive final acceptance.

EXAMINATION OF SITE AND DOCUMENTS:

Proposers shall examine all documents, shall visit the site if requested, and record their own investigations, and shall inform themselves of all conditions under which the work is to be performed at the site of the work, the structure of the ground, the obstacles that may be encountered. Proposers shall base their proposals on materials complying with the specifications, and shall list all materials.

BEG Fiber will install and commission a total of one Ethernet handoff and the following equipment:

Llano County is requesting Yealink T54 VoIP phones in the quantities and locations listed below.

150 Yealink VoIP Phones will be needed

27 Fax lines will be needed

The fax lines will be provided by a Grandstream HT818 and need to be connected VIA Llano County's internal network along with the Yealink T54's.

10 Yealink WH63 Headset's will also be ordered for staff

Hwy 71 Annex:

Agriculture Extension: 6 Phones, 1 Fax

Juvenile Probation: 5 Phones, 1 Fax

Elections Office: 5 Phones, 1 Fax

Land Development: 5 Phones, 1 Fax

Public Defenders: 4 Phones, 0 Fax

Tax Office:

Human Resources: 2 Phones, 1 Fax

State Representative: 2 Phones, 1 Fax

Tax Office: 11 Phones, 1 Fax

Treasurer's Office: 3 Phones, 1 Fax

US Representative: 1 Phone, 1 Fax

Auditors Office: 4 Phones, 1 Fax

County Clerk:

12 Phones, 2 Fax

Sheriff Department:

County Jail: 43 Phones, 5 Fax

Sheriff Department: 7 Phones, 1 Fax

District Attorney's Office:

District Attorney: 11 Phones, 1 Fax

Llano Library:

Llano Library: 5 Phones, 1 Fax

Road and Bridge:

Road & Bridge: 4 Phones, 1 Fax

Courthouse:

Courthouse: 14 Phones, 5 Fax

District Clerk Office/Courthouse Annex:

District Clerk: 6 Phones, 1 Fax

Monthly Recurring Cost (MRC)		36 months
1	County Clerk's Office (Head End) Standard: 1 Gbps x 1 Gbps symmetrical connection	
1	County Clerk's Office (Head End) TLAN 1 Gbps x 1 Gbps	
1	Llano County Road & Bridge TLAN 1 Gbps x 1 Gbps	
1	Sheriff's Department TLAN 1 Gbps x 1 Gbps	
1	HWY 71 Annex TLAN 1 Gbps x 1 Gbps	
1	District Attorney Office TLAN 1 Gbps x 1 Gbps	
1	Llano county Library Standard: 100 Mbps x 100 Mbps	
150	VoIP Phone Lines	
27	Fax Lines	
TOTAL MRC		

Other Required Information

- **Maintenance and Support Vendor shall provide Llano County with a complete listing of available services, support plans and price.**
- **These shall include the range of offered services including all levels of support plus the escalation plan broken down on an annual basis.**
- **All information shall include:**
 - **An itemized list of services for each site**
 - **Ongoing Maintenance cost**
 - **Forecast any cost increases for the next (3) years for hardware, software maintenance, licensing needs**
 - **Details of local support, hours or limits of coverage for service and repairs**
 - **Software upgrade plans inclusive in maintenance**

EVALUATION CRITERIA –INVITATION FOR PROPOSALS:

This package is not meant to favor any Proposer. It is designed to meet the needs of the Llano County department. The Llano County department will weigh the proposals based on the Proposer’s references, qualifications, support as well as technical merit, cost and the proposed system plan.

In awarding the Contract, the review team may take into consideration the Proposer’s skills, facilities, capacity, experience, support capabilities, previous work record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors we consider relevant. Inability of Contractor to meet these conditions may be cause for rejection of the Request for Proposal. Contractor is required to disclose whether any of its owners, directors, officers or principals is closely related to any County employee who has or may appear to have any control over the award, management or evaluation of the contract.

Each proposal response will be evaluated utilizing these criteria based on a 125-point scale.

Evaluation Criteria

STANDARD TERMS

By returning this quoted and forms Respondents certify following:

- 1. Alternate any part may

ITEMS EVALUATED	POSSIBLE POINTS
1. System(s) proposed	20
2. Proposer	
-References	5
-Years in Business	5
3. Installation Capability	5
4. Ongoing Support Capabilities	15
5. Quality of RFP Response Documents	5
6. Plan/Schedule	
-Proposed Installation Schedule	5
-Proposed Project Cutover Plan	20
7. Cost	20
8. Warranty	15
9. Compatibility with Existing Systems	10
TOTAL	125

AND CONDITIONS

proposal with price(s) executed, and agree to the bids will not be considered unless authorized. If there is question as to the specifications or any thereof, Respondent submit to the Llano

County, Texas Auditor, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.

- 2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Llano County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Llano County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Llano County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to

termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non- performance or non-compliance.

3. Respondent's are responsible for making inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with any required or proposed delivery schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive the award.
5. Itemized invoices shall be sent to the Llano County Auditor, 100 W Sandstone St, Llano, TX, 78643. Upon receipt of a valid invoice, payments will be processed in accordance with Texas Government Code, Chapter 2251 after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.
6. Only the Commissioners Court of Llano County, Texas acting as a body may enter into any type of agreement or contract on behalf of Llano County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Llano County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Llano, Llano County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

10. The Respondent shall obtain from the appropriate City, Llano County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County. No subcontractors shall be approved for this contract unless previously agreed to, by Llano County.
12. The parties herein agree that the agreement shall be enforceable in Llano County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Llano County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Llano County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Llano County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Llano County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the County Auditor to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the County Auditor. Thereupon, Llano County will be released from its obligation to make further payments.
15. Llano County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Llano County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Llano County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Llano County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Auditor and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written

agreement of the parties. A contract will be executed after determination of the award.

20. Respondent must provide a certificate of insurance requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.
21. Llano County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Llano County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Llano County shall not be liable for loss or reduction in any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Llano County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Llano County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Llano County.
24. Respondents must agree to provide the following information as part of this proposal:
 - Form of business. (If a corporation, limited partnership or limited liability Company, indicate the state of creation).
 - Name of contact person (single point of contact with the Respondent).
 - List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the bid/RFP.
 - Current fiscal year-end financial statements upon request.
25. Llano County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest

of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Llano County Commissioners Court. Llano County Reserves the right to award multiple contracts as necessary and in the best interest of the County.

26. Llano County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Llano County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Llano County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Llano County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. Bidder understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Llano County Commissioners Court; if any.
30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities– Llano County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Llano County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Llano County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Llano County pursuant to this provision, Llano County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
32. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
33. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Law - This agreement shall be governed by the Texas Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. Advertising - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Llano County, Texas.

41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each vendor's bid, including specifications shall remain valid for a minimum of 90 calendar days from the Bid due date.
43. All documents submitted as part of the vendor's offering will be deemed confidential during the evaluation process.
44. Subcontracting: The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.
45. Investigation of Conditions: Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award:
 - Llano County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a proposer's response if deemed in the best interests of the County.
 - Award of a contract (if any) resulting from this bid will be made only by written authorization from Llano County Commissioners Court.
47. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Ethics: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Llano County.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be

made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Llano County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the Bid. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

53. Patents/Copyrights: The successful vendor agrees to protect Llano County from claims involving infringements of patents and/or copyrights.
54. Unless directly outlined in this specification the vendor shall consider no one but the Auditor as authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. A Contract Administrator will be designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - a) Name and address of successful vendor;
 - b) Name and address of receiving department and/or location;
 - c) Llano County Purchase Order number; and,
 - d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must be itemized and show all information as stated above.
58. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
60. Remedies: The successful vendor and Llano County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
61. Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

62. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the County's Auditor and approved by the County before work commences.
63. Standard Insurance Policies Required:
- a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Worker's Compensation Policy
- General Requirements applicable to all policies:
- a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - c) "Claims Made" policies will not be accepted.
 - d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Llano County.
 - e) All insurance policies shall be furnished to Llano County upon request.
- Commercial General Liability
- a) General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
 - b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Llano County named as an additional insured.
 - c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- Automobile Liability
- a) General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.
64. Workers Compensation Insurance - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use

that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
- c. Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement TWCC-81, TWCC-83, or TWCC-84, showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that

coverage has been extended.

- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10

- calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Llano County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Llano County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

BONDING REQUIREMENTS

Pursuant to the provisions of Section 262.32 (c) of the Texas Local Government Code, if the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the county.

A Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

A Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Llano County and is conditioned on the faithful

performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

CRIMINAL BACKGROUND CHECKS

The following will apply to any contracts that will require vendors to enter sensitive security areas. These include, but are not limited to, Llano County Courthouse, Llano County Sheriff's Department and/or Llano County Jails.

- The successful bidder shall provide information for each individual who will be performing work in sensitive security areas on Llano County property.
- Vendor personnel who perform work on Llano County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

Bid Forms

RATE AND FEE SCHEDULE

The proposer having fully read the instructions, conditions, and general and specific provisions and understands them does hereby submit the following:

PROJECT COST SHOULD BE TURNKEY AND INCLUDE ALLS COSTS SUCH AS: LABOR, MATERIALS AND BONDING COST (See Pg. 17):

BID PRICE: \$ _____

Authorized Representative's Signature

Printed Name

Title

Company Name

Street Address

City, State, Zip

Phone Number

Email Address

FEIN(Tax ID)

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

REFERENCE ONE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

REFERENCE TWO:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

REFERENCE THREE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
CONTRACT PERIOD: SCOPE OF WORK:

CERTIFICATION OF ELIGIBILITY

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

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

Signature: _____

Printed Name: _____

Date: _____

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Llano County after the official opening.

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

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

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Llano County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Llano County prior to the official opening of this bid.

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

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. **Failure to sign and return this form will result in the rejection of the entire bid.**

Signature: _____

Company Name			
Address			
City/State/Zip Code			
Phone:	Office:	Cell:	
	Fax:	Email:	
Print Name			
Job Title			

To: Vendors of Llano County, Texas

From: Auditor

Re: Conflict of Interest Form (CIQ)

Vendor: _____

Please find the link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Llano County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Llano County Auditor either through bid return, or email. Please see contact information below.

Llano County Auditor

Email: keckhart@co.llano.tx.us

Ph: 325-247-3783

Applicable Law

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

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. Within ten (10) business days from notification of pending award by the Llano County Auditor, the completed Form 1295 must be submitted to Llano County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Llano County contract.

Instructions and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

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