WALKER COUNTY PURCHASING DEPARTMENT

bids@co.walker.tx.us * (936) 436-4944 * www.co.walker.tx.us

INVITATION FOR BID
Diesel Generators
Bid Reference Number: C2360-26-012
Due: December 17, 2025 at 10:00 A.M. C.T.

Please Mail or Hand Deliver Bids Labeled As:
IFB# C2360-26-012 Diesel Generators
Walker County Purchasing Department
Attn: Laura Buccafurni, CTCD, CTCM
1301 Sam Houston Ave. Suite 235
Huntsville, TX 77340

For a printable version please visit our website at (Walker County Website/Departments/Purchasing) and click on link at the bottom of our webpage labeled:
IFB# C2360-26-012 Diesel Generators

Points of Contact:
Cheryl Cowart, CTCD, CTCM
Laura Buccafurni, CTCD, CTCM
Email: bids@co.walker.tx.us Phone: 936-436-4944

The Offeror's signature is required for acceptance of Offer and confirms Offeror has read and understands all requirements concerning this Invitation for Bid the undersigned affirms they are duly authorized to execute the contract, that this OFFER has not been prepared in collusion with any other Offeror, and that the contents of this OFFER have not been communicated to any other Offeror prior to the official opening. Hand delivered or mailed offers must be SEALED in an envelope and CLEARLY marked:
IFB# C2360-26-012 Diesel Generators

CERTIFICATION OF OFFER

Signed By: ________________________________Title: ______________________________

Typed/Printed Name: ____

Company Name ____ Date: ___________________

Mailing Address: ____
Street/P. O. Box City State Zip

Telephone#: _______________Cell#: _____________________ Fax#: __________________

Email: ___________________________________Tax ID Number: ______________________

TENTATIVE SCHEDULE OF EVENTS

November 19, 26, 2025 – Legal advertisement dates

November 19, 2025 – Solicitation Released

December 2, 2025 - Site Visit

December 8, 2025 – Questions due to back by 12:00 P.M. C.T.

December 17, 2025 – Bid Opening at 10:10A.M. at the Walker County Purchasing Office 1301 Sam Houston Avenue #235, Huntsville, TX 77340

December 29, 2025 – Approval of award by Commissioner's Court

A. INTRODUCTION.

Walker County is accepting sealed bids to procure and install four (4) diesel generators with automatic transfer switches and annunciator panel to include all appurtenances on concrete pads at four (4) Walker County locations.

B. SCOPE OF WORK.

This project will include the install four (4) diesel generators with automatic transfer switches and annunciator panel to include all appurtenances on concrete pads at four (4) Walker County locations, but is not limited to all of the following, **if applicable**: excavation of ground, removal of dirt from site, building of concrete pads, fencing, equipment, meter upsizing, temporary power, crane and rigging services, plumbing, electrical, materials, supplies, labor, and site modifications as necessary, and all other costs associated with the purchase and installation.

The contractor shall provide all necessary materials, accessories, and labor to provide standby power system that will automatically start and transfer from normal power to standby power upon a power failure in order to maintain operation at each site location. The contractor shall be responsible for coordinating with the generator supplier, the appropriate electrical company, utility company and Walker County to locate the components on-site, to install the system and provide start-up. The projects will be constructed to the latest edition of codes and standards for the appropriate entity. **This is a firm fixed price contract therefore, no change orders will be allowed.**

Location 1: Walker County Courthouse- 1100 University Ave. Huntsville, TX 77340 – See Attachment G

Project will include a 500 kW, Diesel generator, permanently installed on approximately a 6"Hx6W'x10'L concrete pad with ground disturbance approximately 8"Hx20'Wx15'L, distance of pad from building 20' (twenty feet), an annunciator panel, an appropriate size automatic transfer switch. Maximum voltage 360.

Installation shall include a concrete barrier to be constructed around the platform to prevent soil erosion, while maintaining an appeasing aesthetic. Accurate measurements of construction site will be the responsibility of the awarded contractor. Measurements can be taken at the site visit by contractor wishing to submit an offer for consideration.

Installation shall also include all labor, plumbing, electrical, materials, equipment, an aesthetically pleasing barrier (fence) type of enclosure with gate with ability to lock. See Attachment F for Example Pictures of Potential Barriers.
Contractor to provide construction plans including all measurements and materials used in submittal requirements.

Location 2: Walker County District Attorney's Office- 1036 11th Street Huntsville, TX 77340– See Attachment G

Project will include a 100 kW, Diesel generator, permanently installed on approximately 6"Hx6'Wx8'L concrete pad with ground disturbance approximately 8"Hx16'Wx12'L, distance of pad from building 12' (twelve feet), an annunciator panel, an appropriate size automatic transfer switch. Maximum voltage 360. Installation shall include all labor, plumbing, electrical, materials, equipment, site modifications as necessary, and fencing with gate and ability to lock gate.

Location 3: Walker County Annex- 1301 Sam Houston Ave. Huntsville, TX 77340– See Attachment G
Project will include a 250 kW, Diesel generator, permanently installed on approximately 6”Hx6’Wx8’L concrete pad with ground disturbance approximately 8”Hx16’Wx12’L, distance of pad from building 10’ (ten feet), an annunciator panel, an appropriate size automatic transfer switch. Maximum voltage 360. Installation shall include all labor, plumbing, electrical, materials, equipment, site modifications as necessary, and fencing with gate and ability to lock gate.
***Note:** The work of the awarded Contractor of this IFB is interdependent with the work of other contractors on site. The awarded Contractor shall coordinate its activities with the other contractors to ensure loss of power is minimal.

Location 4: Walker County Annex III- 1313 University Ave. Huntsville, TX 77340– See Attachment G
Project will include a 60 kW, Diesel generator, permanently installed on approximately a 6”Hx4’Wx5’L concrete pad with ground disturbance approximately 8”Hx14’Wx8’L, distance of pad from building 10’ (ten feet), and an annunciator panel, an appropriate size automatic transfer switch. Maximum voltage 360. Installation shall include all labor, plumbing, electrical, materials, equipment, site modifications as necessary, and fencing.
***Note:** A fence already exists at this location, but may require modification or side of fence to be moved in order to accommodate concrete slab and generator.

Site visits will be held as follows and will last approximately 30 minutes at each location:
Location #1 – Walker County Courthouse – Tuesday December 2, 2025 at 9:00 AM
Location #2 – Walker County District Attorney’s Office - Tuesday December 2, 2025 at 9:30 AM
Location #3 – Walker County Annex – Tuesday December 2, 2025 at 10:00 AM
Location #4 – Walker County Walker County Annex III– Tuesday December 2, 2025 at 10:30 AM

Vendors will have the opportunity to tour the area of where the generator will be installed. **If you will be attending the site visit, please register by sending an email to bids@co.walker.tx.us requesting attendance.** Questions about the project **will not be** answered at the site visit, however will be addressed if submitted in writing to the email address listed. The answers will be published in an addendum.

REQUESTS FOR CLARIFICATIONS. Requests for clarifications of this solicitation must be submitted by **December 8, 2025 by 12:00 P.M. (CT)**. Email: bids@co.walker.tx.us. The subject line must read **“IFB# C2360-26-012 Diesel Generators”.** All questions will be answered by an addendum following the clarification deadline.

C. SUPPLIER’S RESPONSIBILITY.

1. Produce or obtain and deliver products and/or equipment to Walker County, Texas to departments as listed on purchase orders submitted to vendor.
2. Furnish and deliver the ordered quantity within a reasonable period of time upon receiving an order. If a dispute arises, previous delivery times of comparable orders will be considered to determine “reasonableness.”
3. **PROVIDE TEMPORARY POWER AT ALL, OR CERTAIN LOCATIONS PER WALKER COUNTY DURING TIME OF POWER LOSS TO BUILDING, DURING INSTALL OF GENERATOR.**
4. ***** THE WORK OF THE AWARDED CONTRACTOR OF THIS IFB IS INTERDEPENDENT WITH THE WORK OF OTHER CONTRACTORS ON SITE. THE AWARDED CONTRACTOR SHALL COORDINATE ITS ACTIVITIES WITH THE OTHER CONTRACTORS TO ENSURE LOSS OF POWER IS MINIMAL.*****
5. Provide Warranty Information and User Manuals and or Training Manuals for Diesel Generator, at completion of project.
6. Submit Tentative Project Schedule.
7. Submit Current Insurance, Bonds, and Bid Deposits if applicable per the request of Walker County.
8. Submit Construction Plans and or drawings to including all measurements and materials that will be used.
9. Effectively communicate with Walker County personnel appointed to project to plan and coordinate building operations during generator installation. Walker County Point of Contact(s) information will be given to Awarded Contractor for building operations, project management, and contract management personnel.

10. Contractor shall comply will all applicable federally required provisions. See Attachment H- Required Contract Provisions.
11. Submit invoices as products and/equipment is shipped per Invoicing Breakdown Sample Attachment E per FEMA requirements and per Section N. Payment/Invoicing.
12. **CONDITIONS:**

    a. Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, contractor shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
    b. Acceptance of federal funding requires contractor to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
    c. If ground disturbing activities occur during construction, contractor will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify Walker County.

D. <u>SUBMITTAL REQUIREMENTS.</u> Respondents submitting a bid do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or Contractor for any costs incurred in preparing or submitting a bid, for providing additional information when requested by the County, or for participating in any selection interviews. Bids must include the following:

1. Signed IFB on the Front Page of Solicitation Under the Section Certification of Offer and Submit the Following Below:
    a. References
    b. Conflict of Interest Questionnaire – Attachment A
    c. Certificate of Interested Parties (Form 1295) – Attachment B
    d. House Bill 89 Verification – Attachment C
    e. Completed Pricing Schedule – Attachment D
        - Include costs for any items outsourced or any subcontracted services, if applicable, including the name and description of the organizations being contracted.
        - See Required Invoicing Breakdown Sample Attachment E per FEMA requirements

    f. Attachment H- Required Contract Provisions
    g. Attachment I- Certification Regarding Lobbying
    h. Submit Construction Plans and or drawings to including all measurements and materials that will be used
    i. Submit Tentative Project Schedule
    j. Current Certificate of Insurance- Must Be Included in Bid Packet at Time of Submission
    k. Submit one (1) original & one (1) copy of your bid response and <u>a USB Drive.</u>

E. <u>CONDITIONS OF OFFERING.</u>

The following instructions apply to all Offers and become a part of the terms and conditions of any offer submitted to the Walker County Purchasing Office, unless otherwise specified elsewhere in this solicitation.

1. All offers are required to be informed of the Terms and Conditions and will be held responsible for having done so. Upon acceptance and approval by the Commissioner's Court, this offer effects a working contract between Walker County and the successful offeror for the period designated.

2. Offers must be received in the Purchasing Office no later than the time and date specified. All offers received after the submission deadline will be considered void and unacceptable and will be returned unopened. Walker County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt. Submit one (1) original & one (1) copy of your bid response and a USB Drive.

3. The County reserves the right to inspect and insure adaptability of the service, accept or reject in part or in whole any and all offers, to waive any informality in offers and unless otherwise specified by the respondent, to accept any service in the response for the best value to the County.

4. If either the unit price or extended price is obviously in error the unit price will prevail. Walker County shall not be responsible for any verbal communication between any employee of the County and any potential offeror.

5. Only written specifications and written price quotations will be considered.

6. Walker County reserves the right to reject any offer that does not fully respond to each specified item.

7. Offeror must include Employer Identification Number or Social Security Number for the offer to be valid. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

8. Although the cost of service(s) to be provided is an essential part of the Offer, Walker County is not obligated to award a contract on the sole basis of cost.

9. The Purchasing Agent shall review all offers that have been submitted and make recommendations to the Commissioner's Court.

10. When only one offer is received by the County, the offer may be accepted if the Commissioner's Court determines the price is fair and reasonable. If the price is not fair and reasonable, the offer is rejected. If two or more responsible offerors submit identical offers, the offer award will be determined by drawing of lots or as directed by the County Judge.

11. Offerors must furnish *ALL* information requested and, in the spaces, provided on the offer invitation form. Further, if specified elsewhere, each offeror must submit cuts, sketches, descriptive literature, and/or complete specifications. Reference to literature submitted previously does not satisfy this provision. Offers in non-compliance with these requirements will be subject to rejection.

12. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this offer prior to delivery, it shall be the responsibility of the successful offeror to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.

13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

14. Offers cannot be altered after receiving time. No offer may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

15. Offers must be submitted on this form and the envelope must be clearly marked. Offers will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will an offer be considered if submitted to any other person or department other than specifically instructed.

16. In the event of a needed change in the specifications sent to the offeror, it is understood that all the foregoing terms shall apply to the addendum or addenda.

17. All delivery and freight charges (FOB Walker County) are to be included in the offer price.

18. Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Walker County Purchasing Department. Addenda will be posted

on the Walker County website under Purchasing and will be emailed or faxed to all that are known to have received a copy of this Invitation for Bid.

19. At the request of Walker County, offeror must supply, a list of at least three references, located in Texas where like services have been supplied. References shall include name of business, address, telephone number and name of representative.

20. Walker County, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by Walker County, Texas to the successful offeror upon request.

21. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this bid prior to delivery, it shall be the responsibility of the successful offeror to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.

22. The parties may agree to adjust prices periodically to reflect changes in tariffs implemented after the Response Due Date that affect the cost of supplying goods under this Contract. Any existing tariffs at the time of the response should be considered as part of the response price. To request a price increase related to tariffs, Contractor must provide documentation that includes the effective date, amount, and scope of the tariffs. Contractor must demonstrate with specificity the effect of tariffs on its necessary and reasonable cost of supplying goods under this Contract, including its commercial reasons for using a source subject to tariffs. Any adjustment is at Walker County's sole discretion. If Walker County grants an adjustment related to tariffs, Contractor shall monitor tariff levels and notify Walker County within five business days of any reduction or repeal. Walker County may reduce or retract a tariff adjustment it has granted at any time by notifying the Contractor of the new prices.

F. PURCHASE ORDER. The successful offeror shall not deliver products or provide services without a Walker County Purchase Order, signed by an authorized agent of the Walker County Purchasing Department. A purchase order must be issued by the Walker County Purchasing Department prior to work beginning. Invoices not bearing a purchase order number may be delayed for payment.

G. FUNDING. Funds for payment have been provided through the Walker County budget approved by the Commissioner's Court for this fiscal year only. Source of funding for this project is through Hazard Mitigation Grant Program (HMGP). State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Walker County fiscal year shall be subject to budget approval.

H. AWARD OF CONTRACT. This solicitation may result in multiple awards. Contract may be awarded to one or more offeror. In the event the selected offeror(s) cannot render the requested services or is unable to fulfill the County's work demand, and/or timeframe for any circumstance, Walker County may award a contract to the next lowest responsible offeror. Walker County reserves the right to establish a contract with the same terms and specifications herein with the next lowest responsible offeror. An award will be issued to the vendor submitting the best value to Walker County. Commissioner's Court reserves the right to make an award to more than one vendor and name them as alternate.

The departments will be allowed to purchase from the Alternate source if any of the conditions that follow exist:

a. Goods or Services are not acceptable (does not meet the specifications or what was originally quoted per this BID).
b. Goods or Services are not available on the day it is needed

I. ETHICS. The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Walker County.

J. CONFLICT OF INTEREST, FINANCIAL INTEREST PROHIBITED. No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.

Contractor shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of Contractor, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the Agreement or a subcontract for the Agreement, during the persons tenure with Agreement or a subcontract for the Contractor and for at least one year thereafter. Contractor shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official and any subcontractors of Contractor as well as any member of such person's immediate families, their partners, and any organization that employs, or is about to employ any of the above. Contractor shall comply with Chapter 171, Texas Local Government Code.
*The Contractor shall include the substance of this Section in all subcontracts.

CONFLICT OF INTEREST QUESTIONNAIRE. (ATTACHMENT A)
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any proposer or person conducting business or wishing to conduct business with a county, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Walker. The Walker County Clerk's mailing address is: 1100 University Ave., Room #201, Huntsville, TX 77340 A person commits an offense if the person violates Section 176.006, Local Government Code. An offence under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512-463-5777; or web site www.ethics.tx.us.

CERTIFICATE OF INTERESTED PARTIES. (1295 FORM). (ATTACHMENT B)
*The Texas Legislature passed HB1295 in their last legislative session which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. A notice to the appropriate local governmental entity that the following local government officer has become aware of the facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

HOUSE BILL 89 VERIFICATION. (ATTACHMENT C)
The 85th Texas Legislature approved new legislation, Effective Sept. 1, 2017, amended Sept. 1. 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract with Walker County.

K. INDEMNIFICATION.
Successful offeror shall defend, indemnify and save harmless Walker 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 offeror, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from offer award. Successful offeror indemnifies and will indemnify and save harmless Walker County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offeror shall pay any judgment costs, which may be obtained, against Walker County growing out of such injury or damages.

L. TERMINATION FOR DEFAULT.
In the event the successful offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Walker County shall give the successful offeror written notice of such default. And in the event said default is not remedied to the satisfaction and approval of Walker County within two working days of receipt of such notice by the successful offeror, default will be declared and all the successful offeror's rights shall terminate. Offeror, in

submitting this offer, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the offeror in default. 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 shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Walker County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Walker County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Walker County's satisfaction and/or to meet all other obligations and requirements. Walker County may terminate the contract without cause upon thirty (30) days written notice.

M. <u>TERMINATION FOR CONVENIENCE.</u>

Walker County reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if Walker County determines that such termination is in the best interest of the County. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Agency shall be liable for payments limited only to the portion of work Agency authorized in writing and which Contractor has completed, delivered to Walker County, and which has been accepted by Walker County. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Walker County shall have no other liability, including no liability for any costs associated with the termination.

N. <u>PAYMENT/INVOICING</u>.

The contractor Shall submit invoicing per example (See Attachment E) for Required Invoicing Breakdown Sample for FEMA documentation. Additional invoicing per Walker County maybe requested per the format listed below.

Additional invoice information shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of services rendered

Payment shall not be processed until service has been rendered and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2nd floor, Auditor's Office. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the respondent for correction. Under term contracts, when multiple deliveries and/or services are required, the respondent may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the respondent should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the offeror to notify the Auditor's Office of this change at payables@co.walker.tx.us.

O. <u>TERM OF CONTRACT</u>. The term of this contract shall be from: **Date of Award through September 10, 2026.**

P. <u>REDUCTION IN PRICE</u>. If during the life of the contract, the successful offeror's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Walker County.

Q. **PLACE OF DELIVERY.** The place of delivery shall be that set forth on the purchase order.

R. **DELIVERY TERMS.** Offer must show number of days required to place material in receiving agency's designated location under normal conditions. Unrealistically short or long delivery promises may cause offer to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offeror list. An accurate delivery date must be quoted on the "Offer Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Walker County must be included in the offer price. Final location will be supplied to the vendor on award of offer, F.O.B. destination. Delivery locations will be: Various County locations. Delivery days after receipt of order (ARO). If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Walker County without prejudice to other remedies provided by law. **Where delivery times are critical, Walker County reserves the right to award accordingly**.

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

T. **SPECIAL TOOLS AND TEST EQUIPMENT.** Walker County shall not furnish any equipment to assist in offloading of material.

U. **INSURANCE REQUIREMENTS.** The awarded Offeror shall furnish and keep in full force the following insurance during the term of this Contract:

1. Statutory Workers' Compensation in accordance with State of Texas requirements.
2. Commercial General Liability at minimum combined single limits of ($1,000,000 per occurrence and $1,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at $1,000,000 per occurrence.
3. Commercial Automobile Liability at minimum combined single limits of $500,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
4. All insurance must be written on forms filed with and approved by the Texas Board of Insurance.
5. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
6. All of the aforementioned policies shall be issued immediately after the offeror receives notification of award. Receipt of the Certificates of Insurance is required before any funds will be released for payment.

Acceptance of proof of insurance supplied by the successful offeror, nor failure to disapprove the insurance shall relieve the successful offeror of full responsibility of liability, damages and accidents as set forth herein. No additional payments shall be made for any insurance that the successful offeror may be required to carry. It is the responsibility of the successful offeror to provide renewals of their insurance at expiration during the contract term. Payments will be withheld until current Certificates of Insurance are received.

V. **CHANGE ORDERS.** It is the County's desire to have all questions and/or comments addressed prior to issuing a purchase order; any change order will be greatly scrutinized and could impede future awards. No change orders will be accepted unless written approval by the Commissioner's Court. Any work completed without written approval by the Commissioner's Court is subject to non-payment.

W. **LAWS AND REGULATIONS.** The respondent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the award throughout, and they will be deemed to be included in the response document the same as though herein written out in full.

X. OBLIGATION OF BIDDER. At the time of the opening of the solicitation each bidder will be presumed to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any responder to examine any form, instrument or document shall in no way relieve any responder from any obligation in respect of his bid.

Y. PROJECT TIMELINE. All bids in response to this solicitation are due no later than **10:00 a.m. C.T. December 17, 2025**. Upon notification, the Contractor will begin immediately upon award by Commissioner's Court.

Z. BUDGET. This is subject to revision by Commissioner's Court. All bids must include proposed costs to complete the tasks described in the Scope of Work. **NOTE: All costs and fees must be clearly described in each bid.**

AA. WARRANTIES. All work shall be guaranteed a minimum of 365 days by the successful Contractor. Contractor will be responsible for product and workmanship to ensure all warranty and specifications are met.

BB. PERFORMANCE BONDS. If the total bid is more than $250,000, then a performance bond is required. Based on receiving notification of Commissioner's Court approval, the Contractor shall submit a performance bond for the 100% of the contract price from a certified State of Texas surety company. A performance bond is to be executed in connection with the contract and its purpose is to protect the non-state entity from sustaining losses if the contractor fails to fulfill its requirements under the contract. Should the payment bond not be provided within ten (10) calendar days, the County reserves the right to award to next responsible, responsive Contractor. Original performance bond to be submitted to the Purchasing Agent, 1301 Sam Houston Ave. Rm 235, Huntsville, TX 77320. The bond shall remain in effect until the closeout of the project is finalized.

CC. PAYMENT BOND. Based on receiving notification of Commissioner's Court approval, the Contractor shall submit a payment bond for the 100% of the contract price from a certified State of Texas surety company. A payment bond is executed in connection with a contract to assure payment as required by law for all persons supplying labor and materials in the execution of the work provided for in the contract. If the contractor does not fulfill its obligation in paying for the labor and supplies, the bond assures payment of any loss sustained by the obligation. Should the payment bond not be provided within ten (10) calendar days, the County reserves the right to award to next responsible, responsive Contractor. Original payment bond to be submitted to the Purchasing Agent, 1301 Sam Houston Ave. #235 Huntsville, TX 77340. The bond shall remain in effect until both the final payment is made and the closeout of the project is finalized.

DD. BID DEPOSIT. (5% of Total Bid)

The Contractor further agrees that the Bid Deposit accompanying this Bid, payable to the Walker County, and its amount is the measure of damages which the Walker County will sustain by the failure of the undersigned to execute and deliver the Contract, Performance Bond and Payment Bond, insurance certificates and that if the undersigned defaults in executing the Contract and/or in furnishing the aforementioned documents within fourteen (14) consecutive days from contract award, then the Bid Deposit shall become subject to forfeiture to the Walker County. Bid Deposit is not required for bids totaling less than $25,000.00. Acceptable forms of bid deposits are limited to: irrevocable letter of credit issued by a financial institution subject to the laws of Texas; a surety or blanket bond from a company chartered or authorized to do business in Texas and United States Treasury listed; a United States Treasury Bond; or certificate of deposit.

References: List three (3) references for which offeror has completed installation of on-site Diesel generators comparable to the size stated in this IFB. Include contact persons and phone numbers. Other government entities are preferred.

1. Company Name:____________________________________
   Address:____________________________________
   Contact Person:____________________________________
   Telephone No.:____________________________________

   Brief Description of project:______________________________

2. Company Name:____________________________________
   Address:____________________________________
   Contact Person:____________________________________
   Telephone No.:____________________________________

   Brief Description of project:______________________________

3. Company Name:____________________________________
   Address:____________________________________
   Contact Person:____________________________________
   Telephone No.:____________________________________

   Brief Description of project:______________________________

ATTACHMENT A

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. The bill requires a vendor that wishes to conduct business or be considered for business with a Walker County to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ).

Section 176.006 requires disclosure of a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chapter 176. However, the general definition of the word "affiliation" would mean any association or connection. So, any affiliation, including such things as friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to complete the Conflict of Interest Questionnaire Form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with Walker County. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with Walker County must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a Walker County employee or contractor with Walker County (such as an engineering or architectural firm) who makes recommendations to Walker County on expenditures of money. If **no affiliation or business relationship exists, state " None."**
4. Describe how you are affiliated or related to a local government officer. If **no affiliation or business relationship exists, state "None."**
5. Complete this Section by listing name for each local government officer with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 5 A, B, or C.
6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict.
7. Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, **&** 6.</u>

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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.

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

Name of signatory	Signature	Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

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.

ATTACHMENT B

CERTIFICATE OF INTRESTED PARTIES
Texas Ethics Commission (Form 1295)

Texas Government Code effective January 1, 2016 requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. This included new, amended, extended or renewed contracts that meets one or both of the following criteria:

1. Requires an action or vote by the Commissioners Court
2. Has a value of at least $1 million.

Vendor must:

1. Go to : 1295 Filing Info click on Form 1295 Filings, click on the click here if you do not have a user ID and follow the instructions to set up an account. If you already have an account then you may log in and proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number
3. An authorized agent of the Respondent must sign the printed copy of the form
4. The completed Form 1295 must be included with your solicitation when it is submitted to Walker County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations)

Helpful Tips for completing Form 1295 (Please note this is not legal advice):

1. Who is the contract with – click "Other Governmental Entity"
2. Governmental Entity Name – Walker County, Texas
3. Contract ID Number – This will be the solicitation number and name as specified at the top of this document.
4. Read the Ethics Commissions definition of interested party, controlling interests and intermediary interest prior to completing this form.

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.

EXAMPLE: FORM 1295

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 is ____________________, ____________, ______, ________, __________.
(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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 5/14/2025

Must file online at https://prd.tecprd.ethicsefile.com/File/

ATTACHMENT C

HOUSE BILL 89 VERIFICATION

Prohibition on Contracts with Companies Boycotting Israel
The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, amended Sept. 1. 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it

1) does not boycott Israel and
2) will not boycott Israel during the term of the contract with Walker County

Pursuant to Section 2270.001, Texas Government Code:

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; and
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The law applies to only contracts that are between governmental entity and company with 10 or more full-time employees; and have a value of $100,000 or more that is to be paid wholly or partly from public funds of the government entity.

I, (authorized official) ________________________________, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at: https://comptroller.texas.gov/purchasing

____

Company Name

____

Signature of Authorized Official Date Title of Authorized Official

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.

ATTACHMENT D

PRICING SCHEDULE

Location#1 – Walker County Courthouse

	Qty	Unit Price	Extension Price
500 kW Diesel Generator	1	___________	___________
Concrete Pad	1	___________	___________
Concrete Barrier	1	___________	___________
Automatic Transfer Switch	1	___________	___________
Annunciator Panel	1	___________	___________
Electrical		___________	___________
Plumbing		___________	___________
Fencing	1	___________	___________
Labor		___________	___________
Crane & Rigging Services (If Applicable)		___________	___________
Temporary Power Supply (If Applicable)		___________	___________

ADDITIONAL FEES: Any additional fees/charges included over and above listed items/quantities must be clearly noted Any fees/charges not clearly defined on each invoice may be subject to delayed payment. Name all applicable additional fees/charges below. Attach additional pages if necessary.

____
____
____
____

ATTACHMENT D continued

PRICING SCHEDULE

Location#2 – Walker County District Attorney's Office

	Qty	Unit Price	Extension Price
100kW Diesel Generator	1	___________	___________
Concrete Pad	1	___________	___________
Automatic Transfer Switch	1	___________	___________
Annunciator Panel	1	___________	___________
Electrical		___________	___________
Plumbing		___________	___________
Fencing	1	___________	___________
Labor		___________	___________
Crane & Rigging Services (If Applicable)		___________	___________
Temporary Power Supply (If Applicable)		___________	___________

ADDITIONAL FEES: Any additional fees/charges included over and above listed items/quantities must be clearly noted Any fees/charges not clearly defined on each invoice may be subject to delayed payment. Name all applicable additional fees/charges below. Attach additional pages if necessary.

____

____

____

____

ATTACHMENT D continued

PRICING SCHEDULE

Location#3 – Walker County Annex

	Qty	Unit Price	Extension Price
250 kW Diesel Generator	1	__________	____________
*Concrete Pad for Generator		___________	____________
Automatic Transfer Switch	1	___________	____________
Annunciator Panel	1	____________	_____________
Electrical		____________	____________
Plumbing		____________	_____________
Fencing	1	___________	_____________
Labor		____________	_____________
Crane & Rigging Services (If Applicable)		____________	____________
Temporary Power Supply (If Applicable)		____________	____________

*Concrete Pad does exist. Modifications to existing concrete pad may be made if applicable

ADDITIONAL FEES: Any additional fees/charges included over and above listed items/quantities must be clearly noted Any fees/charges not clearly defined on each invoice may be subject to delayed payment. Name all applicable additional fees/charges below. Attach additional pages if necessary.

____

____

____

____

ATTACHMENT D continued

PRICING SCHEDULE

Location#4 – Walker County Annex III

	Qty	Unit Price	Extension Price
60 kW Diesel Generator	1	___________	_____________
Concrete Pad for Generator	1	___________	_____________
Automatic Transfer Switch	1	___________	______________
Annunciator Panel	1	___________	______________
Electrical		___________	______________
Plumbing		___________	_____________
Fencing *(Existing fence may need to be modified)		___________	_____________
Labor		___________	______________
Crane & Rigging Services (If Applicable)		___________	______________
Temporary Power Supply (If Applicable)		___________	______________

ADDITIONAL FEES: Any additional fees/charges included over and above listed items/quantities must be clearly noted Any fees/charges not clearly defined on each invoice may be subject to delayed payment. Name all applicable additional fees/charges below. Attach additional pages if necessary.

____
____
____
____

ATTACHMENT E

Required Invoicing Breakdown Sample Per FEMA

Example: Location #1 – Walker County Courthouse

Generator 500KW (add brand name)	(cost)
Concrete Barrier for generator (add size)	(cost)
Concrete Pad for generator (add size)	(cost)
Automatic Transfer Switch (add model)	(cost)
Electrical	(cost)
Plumbing	(cost)
Fencing with walk thru gate (add size)	(cost)
Labor	(cost)
Tariff (if charged a tariff, we will need documentation from vendor that contractor purchases the generator from showing they were charged a tariff)	(cost)

Total Cost

Walker County is Tax Exempt

ATTACHMENT F

Example Pictures of Potential Barrier Enclosures for

Location #1- Walker County Courthouse

ATTACHMENT G

LOCATION PHOTOS

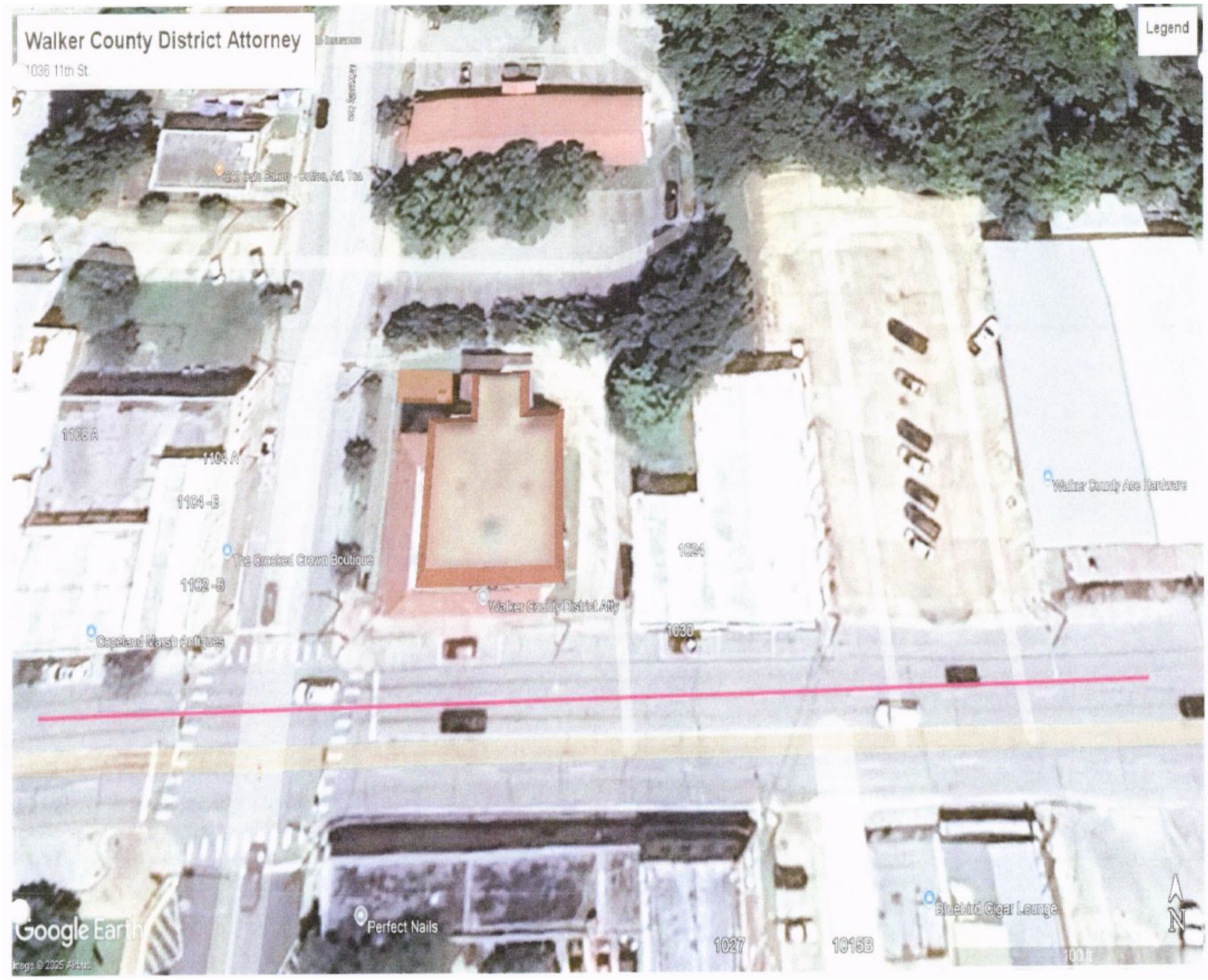
Location 1: **Walker County Courthouse, 1100 University Ave. Huntsville, TX 77340**

The orange rectangle is the proposed location for diesel generator.

Walker County has provided these drawings to identify placement of generator at location site. Walker County is not responsible for identifying electrical, gas, or water lines. It is the sole responsibility of the contractor to contact the appropriate utility company or authority to identify location of lines.

ATTACHMENT G continued

Location 2: **Walker County District Attorney's Office, 1036 11th Street Huntsville, TX 77340**



The orange rectangle is the proposed location for diesel generator.

Walker County has provided these drawings to identify placement of generator at location site. Walker County is not responsible for identifying electrical, gas, or water lines. It is the sole responsibility of the contractor to contact the appropriate utility company or authority to identify location of lines.

ATTACHMENT G continued

Location 3: Walker County Annex, 1301 Sam Houston Ave. Huntsville, TX 77340

The orange rectangle is the proposed location for diesel generator.

Walker County has provided these drawings to identify placement of generator at location site. Walker County is not responsible for identifying electrical, gas, or water lines. It is the sole responsibility of the contractor to contact the appropriate utility company or authority to identify location of lines.

ATTACHMENT G continued

Location 4: Walker County Annex III, 1313 University Ave. Huntsville, TX 77340

The orange rectangle is the proposed location for diesel generator.

Walker County has provided these drawings to identify placement of generator at location site. Walker County is not responsible for identifying electrical, gas, or water lines. It is the sole responsibility of the contractor to contact the appropriate utility company or authority to identify location of lines.

ATTACHMENT H

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of October 23, 2024**

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.	

	(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such	

	compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.**	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. 2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	

None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.**	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387

	The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

	government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322. § 200.322 Domestic preferences for procurements. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section:	2 CFR 200 APPENDIX II (L)

	(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	
Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)

	The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is	

	executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or	2 CFR 200.216

	Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.	2 C.F.R. § 200.321(b)(1)-(5)

	(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning	2 CFR 200.334; and 200.337

	of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C. 1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:	(Adhere to your State's Local Government Code)

	(1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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.

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.

The undersigned shall require that the language of this 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 section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____

Signature of Contractor's Authorized Official

____

Name and Title of Contractor's Authorized Official

____

Date