

# Invitation for Bid (IFB) - General Purchases

(Note: This does not apply to construction contracts or professional services.)

## Cover Letter

December 24, 2025

Dear Supplies Providers:

Attached is a copy of the Entity's Invitation for Bid ("IFB") for general purchases including equipment for non-construction projects.

Multiple contracts may be awarded as a result of this solicitation. Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award.

The submission requirements for this IFB are also included on the attached Invitation for Bid (IFB) form. Please submit the IFB to:

Matagorda County Auditor's Office  
2200 7<sup>th</sup> Street, Room 208, Bay City, Texas 77414  
OR [Email to: cmorones@co.matagorda.tx.us](mailto:cmorones@co.matagorda.tx.us)

The deadline for submission of this IFB is 9:00 AM on Tuesday, January 20, 2026. It is the responsibility of the submitting entity to ensure that the IFB is received in a timely manner. Bids MUST be sealed and marked with bid title on the outside of the envelope if submitting through mail. If submitted by email, please have the title of this bid in the subject line. IFBs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider.

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

Sincerely,

Crystal Morones  
Matagorda County Grant Administrator

## **Invitation for Bid (IFB) for General Purchases**

The County of Matagorda is seeking to enter into a general purchases and supplies contract. The following are the required elements of this request for proposal. Information regarding this request for proposal can be provided by contacting the person listed as the Sole Point of Contact in item 12.

### **1. Consideration of Award**

To be considered for award, respondents must adhere to the requirements as set forth by in 2 Code of Federal Regulations (CFR) Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.

### **2. Schedule of Events**

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

EVENT	DATE/TIME
Solicitation Release Date	WEDNESDAY, DECEMBER 24, 2025
Deadline for submission of IFB Responses [NOTE: Responses must be <u>RECEIVED</u> by the County by the deadline.]	9:00 AM TUESDAY, JANUARY 20, 2026
Anticipated Notice of Award	MONDAY, JANUARY 26, 2026

### **3. Scope of Work**

The scope of work includes

The following equipment purchases for Matagorda County Fire Departments:

- 1) (6) Utility Terrain Vehicles (UTV) – 2 Door Chassis
  - a) Fire Fighting Attachments/Equipment (*see Exhibit A: pricing sheet for more details*)
- 2) (5) 4x4 Crew Cab Trucks
  - a) Fire Fighting Attachments/Equipment (*see Exhibit A: pricing sheet for more details*)
  - b) Skid Unit
- 3) (1) Fire Pumper
  - a) Fire Fighting Attachments/Equipment (*see Exhibit A: pricing sheet for more details*)

All responsible and responsive offers received prior to the closing date and time of this Invitation for Bid (IFB) will be considered. The responding offeror(s) shall submit a written copy of all warranty information prior to final acceptance by Entity.

Offeror(s) shall include any descriptive literature such as illustrations, drawings, and/or a clear reference to previously furnished descriptive data or technical specifications for all items. All components shall be free from defects in materials and workmanship at the time of final acceptance by Entity.

### **4. Contract Award, Term, Contract Amount**

Contract Term

**As a result of this IFB, more than one contract may be necessary to fulfill the County's equipment needs. The County reserves the right to award one Firm Fixed Price Contract per Equipment (Product) listed.** Interested parties may submit the invitation for bid by 9:00 AM on Tuesday, January 20, 2026.

Offeror(s) must not be debarred in the System for Award Management. SAM.gov will be checked prior to award of the contract. If an offeror is not registered with SAM.gov, or the offeror is debarred, then the offeror's proposal will not be evaluated.

### **5. Contract Amount**

Initial total compensation under any contract awarded shall not exceed the amount submitted by respondent on Pricing Sheet. [However, notwithstanding the preceding, the Entity reserves the right to increase this amount if additional funding becomes available during the term of the Contract, including any extensions.]

### **6. No Guarantee of Volume, Usage or Compensation**

The County makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

## **7. Governmental Entities**

The selected respondent shall be bound to specific terms and conditions found in 2 Code of Federal Regulations (CFR) Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards and Title 10, General Government; Subtitle F, State and Local Contracts and Funds Management; Chapter 2252.

## **8. Other Applicable Conditions**

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition, the following provisions are required to be included in all contracts for the purchase of vehicles funded in whole or in part with Federal Emergency Management Agency (FEMA) funds. These provisions implement requirements under 2 CFR Part 200, Appendix II, the FEMA Public Assistance Program and Policy Guide (PAPPG), and other applicable federal statutes and regulations.

- **Remedies Clause (Contracts > \$250,000)**
- The contract must contain provisions addressing administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- **Termination Clause (Contracts > \$10,000)**
- Contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.
- **Debarment and Suspension (All contracts)**
- This contract is a covered transaction for purposes of 2 CFR part 180. As such, the contractor must verify that it and its principals are not suspended, debarred, or otherwise excluded from participation in federal assistance programs.
- **Byrd Anti-Lobbying Amendment (Contracts > \$100,000)**
- Contractors must certify that no federal funds have been used to lobby federal officials. A disclosure form is required if non-federal funds are used for lobbying.
- **Procurement of Recovered Materials (Contracts > \$10,000)**
- Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended, regarding the procurement of products containing recovered materials, to the maximum extent practicable.
- **Clean Air Act & Federal Water Pollution Control Act (Contracts > \$150,000)**
- Contractors must comply with applicable standards under the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251).
- **Access to Records (All contracts)**
- The contractor agrees to provide FEMA, the State, and the County access to any records, documents, papers, and records of the contractor that are directly pertinent to this contract for auditing and monitoring purposes.

## 9. Sole Point of Contact

All requests, questions, or other communication about this solicitation shall be made in writing to the Entity, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential respondent through matters referenced in this solicitation. Communications via telephone are not binding.

Respondents seeking to contact the Sole Point of Contact should do so via e-mail or telephone in order to receive updated contact information.

<b>Name</b>	Crystal Morones
<b>Title</b>	Matagorda County Grant Administrator
<b>Phone</b>	(979) 479-7256
<b>Email</b>	<a href="mailto:cmorones@co.matagorda.tx.us">cmorones@co.matagorda.tx.us</a>

## 10. Prohibited Communication

On issuance of this solicitation, except for the written and/or telephone inquiries described in the Sole Point of Contact section above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. **Failure to comply with these requirements may result in disqualification of respondent's solicitation response.**

## 11. Questions

The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted in writing and sent by email to the Point of Contact listed in the Solicitation above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a. Identifying Solicitation Description: " IFB AP – (12) FIREFIGHTING VEHICLES AND RELATED EQUIPMENT
- b. Section Number, if applicable
- c. Paragraph Number, if applicable
- d. Page Number
- e. Text of passage being questioned
- f. Question

**Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, the Entity, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.**

## **12. Clarifications**

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If a respondent fails to properly and timely notify the Point of Contact of such issues, the respondent submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any Entity of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

## **13. Responses**

Responses to questions or other written requests for clarification may be posted on the Entity website. The Entity reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on the Entity website. It is respondent's responsibility to check the Entity website or contact the Point of Contact for updated responses. The Entity also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the Entity's sole discretion.

## **14. Solicitation Response Submission and Delivery**

Solicitation responses must be received at the address indicated below and be time-stamped or otherwise acknowledged by the Entity no later than the date and time specified in the Schedule of Events.

The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

## **15. Delivery**

Respondents must deliver solicitation responses by one of the methods below. Solicitation responses submitted by any other method will NOT be considered.

<b>Hand Delivery, U.S. Postal Service, Overnight/Express Mail</b>	<b>Email</b>
Matagorda County Attn: Crystal Morones - Grant Administrator 2200 7 <sup>th</sup> Street, Room 208 Bay City, Texas 77414	Matagorda County Attn: Crystal Morones - Grant Administrator cmorones@co.matagorda.tx.us

**\*\*PLEASE MARK ALL RESPONSES AS FOLLOWS:**

**IFB AP – (12) FIREFIGHTING VEHICLES AND**

**RELATED EQUIPMENT \*\***

**NOTE:** All solicitation responses become the property of Entity after submission and will not be returned to respondent. It is the respondent's responsibility to appropriately mark and deliver the solicitation response to the Entity by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

## **16. Alterations, Modifications, and Withdrawals**

Prior to the Solicitation submission deadline, a respondent may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The Entity may request solicitation response Modifications at any time.

## **17. Evaluation Criteria**

Solicitation responses shall be evaluated in accordance with 2 Code of Federal Regulations (CFR) Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement and Chapter 2254 of the Texas Government Code. The Entity will make the selection on the basis of demonstration of fair and reasonable pricing.

**Note: For purchases for equipment only, Exhibit A Pricing Sheet should be used.**

## **18. Other Information**

The Entity may contact references provided in response to this Solicitation, contact respondent's clients, or solicit information from any available source.

## **19. Initial Compliance Screening**

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

## **20. Additional Evaluation Criteria**

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

**NOTE: Purchases which exceed the Simplified Acquisition Threshold (SAT), must include evaluation criteria.**

## **21. Competitive Range and Best and Final Offer**

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

**Note: If the respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided.**

## **22. Litigation and Contract History**

If applicable respondents must include in its solicitation response a complete disclosure of any alleged or significant contractual failures. In addition, respondents must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves respondent or in which respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify respondents. Solicitation response may be rejected based upon respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

## **23. Conflicts**

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the IFB and any resulting contract. Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The Entity will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a solicitation response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

**EXHIBIT A - Pricing Sheets**

Bidders are encouraged to respond to all equipment listed in the below pricing sheet, but are not required to respond to all equipment listed as a requirement of eligibility for award. **Multiple Contracts** may be awarded as a result of this solicitation. All items requested can be equivalent to the item listed. Please provide cost per unit per line item.

**SEE NEXT PAGE**

## **(1) -6 6x6 Utility Terrain Vehicles (UTV) – 2 Door Chassis**

- OEM PAINT COLOR - Chassis
- UTV Aluminum Trailer - Chassis
- No Speed Governor - Chassis
- Canam Defender Long Bed 6x6 Limited - Chassis
- Canam shock upgrade kit (front & rear) - Chassis
- UHP Pump 6 GPM @ 2400 PSI - UTV PUMP 1
- 70 Gallon Water Tank - UTV PUMP 1
- 5 Gallon Foam Tank, Integrated - UTV PUMP 1
- transparent water and foam tank wall. - UTV PUMP 1
- UTV-200, Custom Flatbed Body W/side rail Protection - Body UTV 1
- DA Body Finish - Body UTV 1
- EJ Metals Foam System - UTV PUMP 1
- Whelen M6 brake/taillights - Body UTV 1
- Battery direct, Chassis Power - UTV PUMP 1
- LED FRC Water Tank Gauge - UTV PUMP 1
- 8 Warning lights, 1 Scene light bar, 2 work lights, 3 Ground lights - Electrical
- DS/PS Badges and department name (2 door) - Graphics
- 6x6 UPFIT Package:
  - 2026 Can-Am Defender *or Equiv.* 6x6 LIMITED Base Unit, HD10 High Output
  - Standard Color Finish, Superdurable Powdercoat (black)
  - Custom Armor Coating (Various Colors)
  - Tactical Assault Bumper with 2" Receiver
  - Modular Front Rack
  - High Payload Bed with Extended Roll Cage (ROPS)
  - Multi-Mount Winch Package, 4500lb
  - Wide Stance Stability Package - RP Extreme Duty Tires w/ Beadlock Rims & Fender Flares HD High Clearance Suspension Components (A-Arms / Trailing Arms)
  - HO LED Lighting Kit (360 Lighting)
  - EMS Lighting Kit (red/whites/amber/or blues) with Onboard PA, Multi Siren, Controller Reinforced HD Electric Bed Tilt
  - Custom LINQ Mount Points with Tool Fixtures
  - Fire Skid, 110 Gallon, Retractable Hose Reel (50'), Draft Kit, Hose Extension, Nozzle Set Medivac Capabliity - Rear Attendent Seat, Breakaway litter, Storage platform, Tie downs High Payload, Custom Tuned Stage 5 Suspension, Adjustable
  - Half Doors
  - UHMW Skid Protection Package (Main Body)
  - Windshield, Hardcoated or Glass
  - Surround Mirrors w/ Backup Camera / Backup Alarm
  - Sport Roof + Upper Roof Rack
  - Street Legal Package (reflectors / turn signal kit
  - Takedown, Prep, Integrate - FireStrike D *or Equiv.* 6x6 (Turn-Key Assembly)

## **(2) - 1 4x4 Crew Cab Truck**

- WARN
- Fab four front bumper black steel
- Fab four winch tray
- Fab four front hitch
- Rigid 30 inch bar front facing
- Whelen Siren/Speaker/Mount Kit
- Whelen legacy wcx lightbar/cencom core wcx controller
- Whelen surface mount strobe/atd timer
- Mud tires (35 inch)
- Level Kit / Alignment
- CM Aluminum Bed RD Model – Single Wheel
- 5" Oval Steps
- Buyers Aluminum Underbody Tool Boxes
- Compressor Wireless One
- 7500 LB Load Lifter XL Air Bag Kit
- Labor

### **(Upfitting)**

- 3500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) Customer Preferred Package 2UA
- 6.4L VB HEMI HD Engine
- 8-Spd Auto 8HP75-LCV Transmission
- Bright White Clear Coat
- Monotone Paint
- HD Vinyl 40/20/40 Split Bench Seat
- Black/Diesel Gray
- Rear Backup Alarm
- 50 Gallon Fuel Tank
- Front License Plate Bracket
- Clearance Lamps
- Mopar Front & Rear Rubber Floor Mats *or Equiv.*
- Commercial Features Package
- Tradesman Level 1 Equipment Group
- 5 Additional Gallons of Gas

### **(Skid Unit)**

- CET Skid Load Bed 300 Gallon Tank
- XL Skid Unit  
4' Wide x 7'10" Length  
400 US Gallons

### **(3) Fire Pumper Specs**

- NFPA 1901 compliant
- Year model 2010 or newer
- Fire pumper
- 35 ft length minimum
- 1000 GPM centrifugal pump minimum
- PTO pump drive configuration
- Primer pump for drafting
- 750 gallon tank minimum
- 4 passenger minimum
- 10,000 lb GVWR minimum
- 40 cubic ft of enclosed tool compartment space minimum
- Two 3.5 cubic ft of pre-connect attack line storage space minimum
- Four discharge minimum
- Two intake minimum
- Storage space for one 14 ft ground ladder, one 2-fly extension ladder, and one folding ladder minimum
- Storage space for 20 ft of 4 inch hard suction hose minimum
- 30 cubic ft of hose bed storage for 2.5 inch or larger supply hose minimum
- Optional - Top-mount pump panel
- Optional - heavy-duty tilt-cab chassis
- Optional - front bumper hose discharge
- Optional - foam proportioning system
- Optional - LED scene lighting package
- Optional - LED emergency lighting package

**EXHIBIT B - Insert Certificate of Insurance**

*(Supplied by Proposal Responder/Bidder i.e. Vendor)*

**EXHIBIT C - Insert System for Award Management (SAM) Record Search  
for company name and company principal**

*(Supplied by Proposal Responder/Bidder i.e. Vendor)*

## EXHIBIT D - Conflict of Interest Questionnaire – Form CIQ

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(i-a) with a local governmental entity and the vendor meets requirements under Section 176.005(a).</p> <p>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 176.005(a-t), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> <p><b>2..J Name of vendor who has a business relationship with local governmental entity.</b></p> <p><input type="checkbox"/></p>		<b>ORFCEUSEONLY</b>
		Date Received
<p><b>I.J</b> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)</p> <p><b>1...1 Name of local government officer about whom the information is being disclosed.</b></p> <p>_____</p> <p style="text-align: center;">Name of Officer</p> <p><b>1..1</b> <b>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.</b></p> <p>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?</p> <p style="text-align: center;">O Yes      D No</p> <p>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?</p> <p style="text-align: center;">D Yes      <input type="checkbox"/> No</p> <p>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.</p> <p><input type="checkbox"/> <b>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).</b></p> <p><b>I.J</b></p> <p>Signature of vendor doing business with the governmental entity _____</p> <p style="text-align: right;">Date _____</p>		

## **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§ 176.003(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.

## **EXHIBIT E - Certification Regarding Lobbying**

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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Signature of Contractor's Authorized Official

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Printed Name and Title of Contractor's Authorized Official

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Date

## EXHIBIT F – Disclosure of Lobbying Activities

Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB  
0348-0046

### Disclosure of Lobbying Activities

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

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

## **EXHIBIT G - Certificate of Interested Parties**

**(To be Completed by Awarded Vendor)**