
LEON COUNTY, TEXAS

REQUEST FOR BID

2027-364 TERM CONTRACT FOR PURCHASE OF AGGREGATE MATERIALS



PREPARED BY:

LEON COUNTY AUDITOR'S OFFICE

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RFB 2027-364 TERM CONTRACT FOR PURCHASE OF AGGREGATE MATERIALS

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INTRODUCTION

Leon County, Texas is accepting sealed bids for RFB 2027-364 Term Contract for Purchase of Aggregate Materials. This Request for Bid is issued for the purpose of establishing a term contract with one or more qualified vendors to furnish aggregate materials for Leon County on an as-needed basis during the contract term.

The successful Contractor shall furnish all labor, materials, equipment, loading, weighing, tickets, documentation, supervision, and incidentals necessary to provide aggregate materials in accordance with the requirements of this solicitation. Materials shall be supplied F.O.B. vendor plant, quarry, pit, yard, or other approved material source and loaded onto Leon County vehicles or vehicles authorized by Leon County to pick up materials, unless otherwise authorized in writing by Leon County.

These instructions, specifications, terms, conditions, forms, and attachments constitute the complete bid package. Bidders are responsible for reviewing all documents carefully and submitting a complete response. Any exception to the requirements of this RFB must be stated clearly in writing and submitted with the bid.

Leon County reserves the right to reject any bid that fails to meet the mandatory requirements, does not comply with the specifications, is incomplete or non-responsive, exceeds budgetary limitations, or is otherwise determined not to be in the best interest of Leon County.

APPLICABILITY OF GENERAL TERMS AND CONDITIONS

Leon County's General Terms and Conditions are attached as Exhibit F and are incorporated into this RFB and any resulting contract, purchase order, renewal, invoice, or procurement document. The RFB-specific instructions, specifications, pricing requirements, F.O.B. plant provisions, loading requirements, material quality requirements, and bid submission requirements stated in this solicitation apply to this procurement. To the extent a vendor's bid, quote, invoice, acknowledgment, or other vendor document conflicts with this RFB or Leon County's General Terms and Conditions, the County's terms shall control unless expressly accepted in writing by an authorized Leon County representative.

SCHEDULE

<i>Event</i>	<i>Date / Time</i>
<i>Issue RFB</i>	August 5, 2026
<i>Written Inquiries must be received by</i>	August 14, 2026 by 5:00 p.m.
<i>Responses to inquiries / final addenda posted by</i>	August 18, 2026
<i>Bids Due</i>	August 20, 2026 at 2:20 p.m.
<i>Bid Opening</i>	August 20, 2026 at 2:20 p.m.

Please be sure to submit all required forms and documentation.

Questions concerning this RFB should be directed in writing to the Leon County Auditor's Office, Attn: Courtney Spence.
Email courtney.spence@co.leon.tx.us with RFB 2027-364 in the subject line.

OVERVIEW

Leon County, Texas is soliciting sealed, fixed-unit price bids from qualified vendors to provide aggregate materials for County road, bridge, surface treatment, maintenance, and related public works operations. The resulting agreement will establish firm pricing for the materials listed in the Bid Proposal and may be used by Leon County precincts and departments as needs arise during the contract term.

The scope of work includes furnishing aggregate materials, loading Leon County vehicles or vehicles authorized by Leon County to pick up materials, providing accurate scale tickets or load tickets, maintaining material availability as represented in the bid, complying with applicable material specifications, and providing all invoices and supporting documentation required by Leon County.

Materials will be ordered on an as-needed basis. Estimated quantities are not guaranteed. Leon County reserves the right to add, remove, modify, or reduce material types, purchase quantities, or related requirements when determined to be in the best interest of the County.

Leon County reserves the right to obtain quotes, bids, supplemental materials, emergency purchases, or specialized materials from other vendors during the contract term when needed, including but not limited to separate project scopes, emergency conditions, material unavailability, vendor capacity limitations, or circumstances requiring materials outside the awarded Contractor's normal scope or response capability.

SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, loading equipment, scales, tickets, documentation, and incidentals necessary to provide aggregate materials to Leon County. Materials shall be made available from the Vendor's plant, quarry, pit, yard, or other approved material source and loaded onto Leon County vehicles or vehicles authorized by Leon County to pick up materials, unless otherwise expressly authorized in writing by Leon County.

The work shall include, but is not limited to, furnishing Commercial Base Grade A Limestone and Non-Spec Aggregate Rock listed in the Bid Proposal; maintaining sufficient inventory or production capability to meet County orders when practical; loading materials safely and accurately; providing weight tickets, material tickets, load tickets, or other supporting documentation; and invoicing in accordance with the awarded unit prices and County purchase order requirements.

Aggregate materials shall conform to the specifications stated in this solicitation, the bidder's accepted bid response, and any TxDOT, industry, or County material specifications expressly identified in this solicitation, purchase order, written request, or applicable addendum. Where specified, materials shall be Commercial Base Crushed Aggregate Grade A Limestone or approved equal. Substitutions or alternate materials must be clearly identified in the bid response and are subject to written approval by Leon County.

All purchases shall be performed only after proper authorization by Leon County. No material purchase, loading, or billable activity shall begin without a valid purchase order, notice to proceed, or other written authorization issued by Leon County.

MATERIALS AND PRICING ITEMS

Bidders shall provide unit pricing for the aggregate materials listed below. If a material is not available, the bidder shall mark the item as "N/A." Bidders may also identify other aggregate material types or grades available from the vendor and provide the applicable pricing or discount method.

Category	Material / Description	Pricing Basis
Commercial Base Grade A Limestone	1" x 2" Base	Price per ton - F.O.B. Plant
Commercial Base Grade A Limestone	1-1/2" Base	Price per ton - F.O.B. Plant
Non-Spec Aggregate Rock	1" x 3" Cobblestone	Price per ton - F.O.B. Plant
Non-Spec Aggregate Rock	3" x 5" Cobblestone	Price per ton - F.O.B. Plant
Non-Spec Aggregate Rock	3" x 8" Cobblestone	Price per ton - F.O.B. Plant
Non-Spec Aggregate Rock	12" x 18" Rip Rap	Price per ton - F.O.B. Plant
Non-Spec Aggregate Rock	12" x 24" Rip Rap	Price per ton - F.O.B. Plant
Other	Other aggregate material identified by bidder	Price per ton or stated pricing basis

Due to unforeseen County needs during the contract term, bidders may provide a percent discount or pricing method for aggregate material types or grades not specifically listed in the Bid Proposal. Any such pricing shall not obligate Leon County to purchase additional materials and shall not apply unless accepted by the County in writing. If a discount is offered, the bidder shall attach the applicable price list, identify its effective date, and explain how the County's net price will be calculated.

MINIMUM QUALIFICATIONS

Leon County requires all bidders to demonstrate that they are qualified, experienced, properly equipped, and legally authorized to provide the aggregate materials required under this solicitation. At a minimum, each bidder must meet the following qualifications and maintain all required qualifications throughout the contract term.

- Demonstrate experience furnishing aggregate, crushed limestone, base material, rip rap, cobblestone, road base, or comparable construction and road materials.
- Maintain access to a plant, quarry, pit, yard, or other authorized material source capable of supplying the materials bid throughout the full contract term and any approved renewal period, and promptly notify Leon County if the source becomes unavailable, production is interrupted, or material availability is expected to affect County pickup, loading, or project schedules.
- Ability to load Leon County vehicles or vehicles authorized by Leon County to pick up materials safely and within normal operating hours or other approved pickup times.
- Ability to provide accurate scale tickets, load tickets, invoices, and supporting documentation for all materials purchased.
- Ability to comply with applicable federal, state, and local laws, safety requirements, environmental requirements, and any material specifications identified in this solicitation or purchase order.
- Maintenance of all insurance coverage required by this solicitation throughout the full contract term and any renewal period.
- At least three references for current or recently completed contracts or sales involving similar aggregate materials, governmental entities, road and bridge departments, construction contractors, or comparable public works operations.

Failure to provide sufficient documentation demonstrating compliance with the minimum qualifications may result in the bid being deemed non-responsive. In determining bidder responsibility, Leon County may consider adequate financial resources or the ability to obtain them, satisfactory performance, integrity and ethics, and other qualifications necessary to receive an award.

MATERIAL SOURCES AND SUPPLIERS

The Vendor shall identify any subcontractor, third-party supplier, broker, pit, quarry, yard, or other material source used to provide awarded materials or related services under this contract.

The Vendor remains fully responsible for all materials, loading, weighing, ticketing, quality, availability, substitutions, nonconforming materials, and performance of any outside source used to fulfill the contract.

No approved material source, pit, quarry, yard, or supplier may be changed without prior written approval from Leon County when that source was identified in the accepted bid or relied upon for award.

ORDERING, LOADING, AND TICKETING

Materials shall be ordered by authorized Leon County personnel through purchase orders, written requests, or other County-approved authorization. The Vendor shall not furnish materials, load materials, or perform billable work without proper County authorization.

Unless otherwise stated in the purchase order or written request, materials shall be furnished F.O.B. plant, quarry, pit, yard, or other approved material source and loaded onto Leon County vehicles or vehicles authorized by Leon County to pick up materials.

The Vendor shall maintain adequate material availability, staffing, loading equipment, scale operations, plant coordination, and traffic flow necessary to provide awarded materials during the Vendor's stated loading hours throughout the full contract term and any approved renewal period.

Upon initial contact from Leon County, the Vendor shall confirm whether the requested material is available and whether the requested pickup or loading schedule can be met. If material is unavailable, production is interrupted, loading equipment is down, or delays are expected, the Vendor shall notify Leon County as soon as practical and, when possible, before vehicles are dispatched to the plant, quarry, pit, yard, or other approved material source.

Bidder shall disclose any known material availability limitations, seasonal production limitations, plant shutdown periods, loading-hour restrictions, scale limitations, staffing limitations, or other conditions that may affect Leon County's ability to obtain awarded materials during the contract term.

Timely loading and reliable material availability are material requirements of this contract. Failure to comply with the ordering, availability, loading, pickup, ticketing, or material quality requirements of this solicitation may be considered a failure to perform and may constitute default under the contract.

Repeated excessive wait times, repeated inability to load awarded materials, failure to provide timely notice of material unavailability or loading delays, repeated nonconforming materials, or failure to maintain reasonable loading capability may be considered evidence that the Vendor cannot meet the contract requirements. In such event, Leon County may obtain materials from an awarded secondary vendor, alternate awarded vendor, or other lawful source that demonstrates the capability and capacity to provide adequate materials.

Leon County's use of another source shall not waive any right or remedy available to the County under the contract or applicable law.

COUNTY LOADING COORDINATION

If available at the Vendor's plant, quarry, pit, yard, or other approved material source, the Vendor should identify whether it can provide a designated County loading lane, stockpile, pit area, loading area, scheduled loading window, call-ahead process, daily availability confirmation, or other loading procedure intended to reduce unnecessary wait times for Leon County or County-authorized pickup vehicles.

Nothing in this section requires the Vendor to give Leon County exclusive use of a pit, plant, loader, stockpile, or scale unless expressly offered by the Vendor and accepted by Leon County in writing. However, the Vendor must demonstrate the ability to provide reliable, timely, and commercially reasonable loading of awarded materials during the contract term.

Leon County reserves the right to stop, suspend, reschedule, or cancel pickup or loading activities at any time due to weather, road conditions, equipment or machinery breakdown, project delays, safety concerns, site conditions, material availability, or other County operational needs.

LOADING TICKETS, SCALE TICKETS, AND WEIGHT VERIFICATION

Each load sold by the ton shall be weighed using a certified scale or other scale acceptable to Leon County. The Vendor shall provide accurate material tickets, scale tickets, weight tickets, or other documentation showing the date, material type, source location, truck identification when available, gross weight, tare weight, net weight, and total tonnage loaded.

Drivers shall obtain a material ticket or loading ticket from the pit, quarry, plant, yard, or source location at the time of loading. Copies of all required tickets shall be provided to Leon County with the invoice and upon request.

Leon County reserves the right to verify loaded and empty weights using a certified scale selected by the County when necessary to confirm billing accuracy, material quantity, or contract compliance. If a discrepancy is identified, Leon County may require corrected tickets, billing adjustment, additional documentation, or other corrective action.

MATERIAL QUALITY AND ACCEPTANCE

The Vendor shall provide aggregate materials that remain consistent in quality, gradation, size, cleanliness, and suitability throughout the contract term and any approved renewal period. Materials furnished under this contract shall conform to the specifications stated in this solicitation, the accepted bid response, the applicable purchase order, and any approved sample, source, or material description relied upon by Leon County in making the award.

Materials shall be free from excessive dirt, clay, organic matter, trash, debris, contamination, foreign material, or any other condition that may make the material unsuitable for County road, drainage, erosion-control, stockpile, or other public-works use.

Leon County acknowledges that the quality and condition of aggregate material may not be reasonably apparent while the material is being loaded or contained within a truck. Loading, pickup, or delivery shall not constitute final acceptance. Material shall remain subject to inspection after it is unloaded at the County-designated destination. When practical, the County may inspect the first load from a particular order, source, or production run before authorizing additional loads or placement of the material.

Leon County may determine that material is nonconforming if, after unloading or use, the material:

- Does not meet the applicable specifications, accepted bid response, purchase order, or approved substitution;
- Contains excessive dirt, clay, organic matter, trash, debris, contamination, or other foreign material;
- Is inconsistent with the represented grade, gradation, size, cleanliness, quality, or approved sample;
- Is materially different from prior accepted loads from the same source; or
- Is unsuitable for the County's intended use.

If material is determined to be nonconforming after unloading, Leon County may suspend or cancel additional pickups from the applicable pit, quarry, plant, yard, stockpile, or other source until the issue is resolved. The County may reject subsequent loads or obtain material from an awarded secondary vendor, alternate vendor, or other lawful source.

Because unloaded, spread, compacted, or otherwise placed aggregate material may not be reasonably capable of being returned, the Vendor shall, at no additional cost to Leon County, provide one or more of the following remedies, as reasonably directed by the County and appropriate to the nature and extent of the nonconformity:

1. Issue a full or proportionate credit or refund for the affected material;
2. Provide an equivalent quantity of conforming replacement material;
3. Provide additional conforming material necessary to blend, cover, stabilize, or otherwise correct the affected material, when approved in advance by the County;
4. Reimburse the County for documented, reasonable, and necessary direct costs attributable to removing, disposing of, replacing, stabilizing, or otherwise correcting the nonconforming material; or
5. Provide another corrective remedy proposed by the Vendor and approved by Leon County in writing.

Remedies shall be applied in a commercially reasonable manner and shall not result in duplicate recovery by the County.

Use or placement of material before a nonconforming condition becomes reasonably apparent shall not constitute final acceptance or waive the County's right to require an appropriate remedy. The County may document the condition through photographs, inspection reports, samples, testing, load tickets, or other reasonably available evidence.

Repeated quality issues, inconsistent material, failure to provide conforming material, or failure to timely resolve material concerns may constitute default under the contract. Leon County's suspension of pickups or use of another source shall not waive any right or remedy available under the contract or applicable law.

PURCHASE ORDERS, INVOICING, AND RECORDS

Purchases will be authorized through the issuance of purchase orders by Leon County as material needs are identified. No material purchase, loading, or billable activity shall begin before issuance of a valid purchase order, notice to proceed, or other written authorization by Leon County.

- A purchase order is valid only during the County fiscal year in which it is issued. If purchases continue into a new fiscal year, a new purchase order will be required.
- Invoices shall be submitted as directed by the Leon County Auditor's Office and shall include the purchase order number, bid item number, material description, quantity, unit price, extended price, material source or loading location, ticket number, and required supporting documentation. Invoices should be emailed to auditor@co.leon.tx.us or mailed to Leon County Auditor, P.O. Box 898, Centerville, TX 75833.
- Leon County shall not be responsible for unauthorized charges, surcharges, fuel fees, administrative fees, delivery charges, transportation charges, or other costs unless such charges are included in the awarded bid pricing or approved in writing by Leon County before the charge is incurred.

INVOICE REQUIREMENTS

- Vendor name and remittance address
- Leon County purchase order number
- Bid item number and material description as stated in the awarded bid documents
- Date material was loaded or picked up
- Material source, plant, quarry, yard, or pickup location
- Quantity in tons or other approved unit of measure
- Unit price and extended price
- Truck identification, driver ticket, material ticket, scale ticket, load ticket, or other supporting documentation, as applicable
- Gross weight, tare weight, net weight, and total tonnage when sold by the ton
- Any approved special charge or additional cost, if applicable

RECORDS

The Vendor shall provide scale tickets, load tickets, material company tickets, invoices, material records, weight verification records, and all other supporting documentation with each invoice or promptly upon request by Leon County. Records shall be retained for the period required by law, grant conditions, written County request, or the applicable contract documents.

The bid item number, material description, material source or plant location, quantity/tonnage, unit price, and applicable purchase order number shall appear on all invoices in order for the invoice to be considered complete for payment review. Leon County may return incomplete invoices or request corrected invoices before payment is processed.

BID PRICING REQUIREMENTS

Bidders shall submit pricing using the required unit-price format in the Submission Affidavit / Bid Proposal. For purposes of bid comparison and award recommendation, Leon County will evaluate bids using the unit prices submitted for each aggregate material item and any accepted additional pricing or discount method.

- Bid prices shall be submitted as price per ton, F.O.B. vendor plant, quarry, pit, yard, or other approved material source, unless another pricing basis is expressly requested in the Bid Proposal.
- If pricing differs by plant, quarry, pit, yard, or other material source, the bidder shall submit a separate pricing schedule for each source location. Each unit price must clearly identify the source location to which the price applies.
- Prices shall be firm for the initial contract term unless otherwise approved by Leon County in accordance with the solicitation and applicable law.

- If a product is not available, bidder shall mark the item as “N/A.”
- Any additional charges, minimum load charges, fuel surcharges, environmental fees, or similar charges shall apply only when listed in the awarded pricing or approved by Leon County in writing before the charge is incurred.
- Unit prices shall govern in the event of a discrepancy between a unit price and any extension or total.

Quantities, usage, material types, and pickup frequency are estimates or anticipated needs for bidding purposes only and do not constitute a guarantee of actual usage, minimum purchase quantity, or minimum payment by Leon County during the contract term or any renewal period.

Leon County may accept bid prices collectively or individually by precinct, item, material type, vendor source location, group, total bid, or any combination thereof. A bidder selected as the primary vendor for one precinct may be selected as the secondary or alternate vendor for another precinct.

EVALUATION CRITERIA

Leon County will evaluate responsive bids to determine the lowest and best bid submitted by a responsible bidder or bidders whose bids conform to the requirements of this solicitation and are determined to be in the best interest of Leon County. Award may be made by item, material type, precinct, group of precincts, vendor location, total bid, or any combination thereof, whichever is determined to be in the best interest of Leon County.

Because aggregate material needs, source locations, pickup distances, availability, turnaround times, and operational requirements may vary by precinct, Leon County may evaluate and award submitted bids separately for each precinct. A bidder selected as the primary vendor for one precinct may be selected as the secondary vendor, alternate vendor, or not selected for another precinct.

For bid comparison, Leon County will use the required unit prices submitted in the Bid Proposal. Only pricing submitted in the required format will be used in calculating the evaluated bid price and determining the lowest and best bid submitted by a responsible bidder.

EVALUATED UNIT PRICE COST TO THE COUNTY

Total evaluated cost using the required unit prices submitted for aggregate materials and any listed additional charges or discount methods. Pricing must be complete, firm, and submitted in the format required by the bid documents.

COMPLIANCE WITH SPECIFICATIONS

Compliance with all required specifications, material requirements, pricing requirements, documentation requirements, insurance requirements, and all other terms and conditions of this solicitation.

CONTRACTOR QUALIFICATIONS AND EXPERIENCE

Experience providing aggregate materials, crushed limestone, road base, rip rap, cobblestone, public works materials, governmental supply contracts, or similar material supply operations.

MATERIAL AVAILABILITY AND SOURCE LOCATION

Ability to provide the required materials from a plant, quarry, yard, or other authorized source within a practical distance for County operations.

LOADING AND FULFILLMENT CAPABILITY

Ability to maintain adequate material availability, staffing, loading equipment, scale operations, plant access, communication, and commercially reasonable turnaround times for Leon County and County-authorized pickup vehicles. Leon County may consider the Bidder's loading plan, material availability, turnaround time, communication process, and documented loading performance when determining bidder responsibility, contract performance, renewal, or future award decisions.

INVOICING, TICKETING, AND DOCUMENTATION PRACTICES

Ability to provide accurate invoices and required supporting documentation, including scale tickets, load tickets, material company tickets, weight tickets, and any other records required by the County.

SAMPLES, TESTING, AND QUALITY CONTROL

Ability to provide samples at no cost to Leon County when requested; demonstrate quality control procedures; and furnish aggregate materials that are consistent, free from contamination, and suitable for County use.

REFERENCES AND PAST PERFORMANCE

References from current or recently completed contracts involving similar materials or services, as well as prior performance, reliability, responsiveness, billing accuracy, loading delays, and any documented performance concerns.

INSURANCE, LEGAL, AND REGULATORY COMPLIANCE

Ability to maintain required insurance coverage, comply with applicable federal, state, and local laws, and meet all licensing, permitting, safety, environmental, and regulatory requirements applicable to the materials provided.

Leon County reserves the right to reject any bid that is incomplete, non-responsive, non-responsible, does not meet the specifications, contains exceptions not acceptable to the County, exceeds budgetary limitations, or is otherwise determined not to be in the best interest of Leon County.

REQUEST FOR BID

BID SUBMISSION

The bidder is expected to thoroughly examine the specifications and all instructions contained in this RFB. Provide one (1) original signed in ink and one (1) copy of the bid, sealed in a marked envelope, to: LEON COUNTY AUDITOR, 113 W. MAIN, CENTERVILLE, TEXAS 75833. Sealed bids shall be received no later than 2:20 p.m. on Thursday, August 20, 2026. Bids will be publicly opened at 2:20 p.m. on Thursday, August 20, 2026 in the County Auditor's Conference Room located on the second floor of the Annex 1 Building, 113 W. Main, Centerville, Texas 75833. Mark the outside of each envelope: "RFB 2027-364: TERM CONTRACT FOR PURCHASE OF AGGREGATE MATERIALS."

LATE BIDS

Bids received after the submission deadline shall be considered void and unacceptable and will be returned unopened to the bidder. Leon County is not responsible for lateness of mail, carrier, delivery service, or other delay. The time and date recorded by the County Auditor's Office shall be the official time of receipt.

ALTERING BIDS

Any interlineation, alteration, or erasure made to the bid must be initialed by the signer of the bid prior to the submission deadline.

WITHDRAWAL OF BID

A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for receipt of bids without prior approval by the Commissioners Court based on a written acceptable reason.

BID OPENING

Bids will be received, publicly opened, and read aloud at the location, date, and time stated in this solicitation. Bidders, their representatives, and interested persons may be present. All bids shall be open for public inspection after public opening, except for information properly identified as confidential and submitted in accordance with law.

AWARD OF BIDS

Leon County reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award by item, material type, precinct, group of precincts, vendor source location, total bid, or any combination thereof to the responsible bidder or bidders submitting the lowest and best bid for the applicable award. In determining the lowest and best bid for road-construction materials, Leon County may consider material source and pickup locations and the County's hauling costs and may make multiple awards by location or material type as permitted by applicable law.

FORMATION OF CONTRACT

A response to this solicitation is an offer to contract with Leon County based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation shall become a contract when awarded by the Leon County Commissioners Court and a purchase order, notice of award, or notice to proceed is issued to the successful bidder.

CONTRACT TERM

The initial contract term shall begin October 1, 2026, and end September 30, 2027. The contract may be renewed for up to four (4) additional one-year terms under the same terms and conditions, subject to satisfactory performance, mutual agreement, appropriation of funds, and approval by the Leon County Commissioners Court. Leon County reserves the right to review contractor performance, pricing, and service levels prior to exercising any renewal option.

PRICE REVIEW DURING RENEWAL PERIODS

Prices shall remain firm during the initial contract term. Prior to the expiration of the then-current contract term, Leon County will review the contract, contractor performance, current pricing, material needs, budget availability, and the best interest of the County to determine whether to recommend renewal or rebid of the materials. If Leon County elects to consider renewal, the Contractor may submit updated pricing or proposed pricing changes for the renewal period. Any proposed pricing change must be submitted in writing to the Leon County Auditor's Office and must identify the affected bid item, the current awarded price, the proposed renewal price, and the reason for the requested change. Supporting documentation may be requested by Leon County. No renewal pricing shall be effective unless approved by the Leon County Commissioners Court or otherwise approved in writing as required by County policy and applicable law.

INSURANCE

The successful Vendor shall provide and maintain the insurance required by Exhibit B. Evidence of coverage must be submitted within ten (10) calendar days after Notice of Award and before performance begins.

TERMINATION

Termination, cancellation for default, and related remedies are governed by this RFB, any resulting contract or purchase order, Exhibit F - Leon County General Terms and Conditions, and applicable law. Leon County reserves the right to terminate upon breach of contract as allowed by law.

PERFORMANCE OF CONTRACT

The Contractor shall perform all work in a professional, timely, and workmanlike manner, to the satisfaction of Leon County Commissioners Court or designated representatives. Failure to perform may result in remedies available under this RFB, Exhibit F, the resulting contract or purchase order, County policy, and applicable law.

VARIATION IN QUANTITY

Estimated quantities, material types, pickup frequency, and usage are provided for bidding purposes only. Leon County assumes no obligation to purchase or use any minimum quantity of materials and assumes no liability for materials provided in excess of authorized amounts.

NON-EXCLUSIVE CONTRACT

It is expressly understood and agreed that Leon County reserves the right to purchase these materials from other than the successful vendor. This shall not be in violation of any terms or conditions of this contract.

ADDENDA

Any interpretations, corrections, or changes to this RFB will be made by addenda. Sole issuing authority of addenda shall be vested in the Leon County Auditor. Bidders are responsible for ensuring that all addenda are received, signed, and included with their submission. Failure to submit all signed addenda may result in the bid being considered non-responsive.

INDEMNIFICATION

By entering into this contract, the successful bidder agrees to defend, indemnify, and hold harmless Leon County and its officers, agents, and employees from claims, damages, losses, and expenses arising from the successful bidder's breach, negligence, fault, acts, or omissions, or those of its agents, employees, subcontractors, invitees, or suppliers, to the extent allowed by law.

WARRANTY

Materials furnished shall conform to the specifications, accepted bid response, purchase order, and any County-approved substitution, and shall be suitable for the intended public use. The warranties and remedies stated in Exhibit F and applicable law also apply.

F.O.B. PLANT, LOADING, AND SERVICE

Bid prices shall be submitted in the pricing units required by the Bid Proposal. Loading, pickup, weighing, tickets, documentation, and related services shall be included in the applicable awarded bid item unless a separate charge is specifically listed in the awarded pricing and approved by Leon County. For this solicitation, the specific F.O.B. plant provisions of the RFB and Bid Proposal control over any general F.O.B. final destination language contained in Leon County's General Terms and Conditions. If a delay, material shortage, plant closure, excessive wait time, or inability to

meet a requested pickup or loading schedule is foreseen, the Contractor shall give written notice to the County Auditor or designated County contact as soon as practical and keep the County advised of material availability and loading status.

TITLE AND RISK OF LOSS

Title and risk of loss shall not pass to Leon County until materials are loaded, received, and accepted by the County or its authorized pickup vehicle at the designated point of pickup, unless otherwise stated in the purchase order. Loading or pickup of material shall not waive Leon County's right to reject nonconforming, contaminated, inconsistent, or unsuitable material discovered after pickup.

DESIGN, STANDARDS AND PRACTICES

Materials, loading, weighing, ticketing, and related services must conform to the specifications, accepted bid response, material quality requirements, and applicable standards stated in this RFB and any resulting purchase order.

PAYMENT

Payment will be made after receipt and acceptance by the County of properly authorized goods or services and receipt of a valid invoice, in accordance with Texas Government Code Chapter 2251 and Exhibit F - Leon County General Terms and Conditions. In accordance with Texas Government Code Section 2251.022, the successful bidder is required to pay subcontractors within the time required by law after receipt of payment.

DISCOUNTS

Prompt payment discounts, if offered, may be accepted by Leon County but shall not be used to determine the lowest responsible bid unless expressly requested in the Bid Proposal.

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Chapter 176 of the Texas Local Government Code requires certain vendors and persons doing business with a local government entity to disclose affiliations or business relationships that might cause a conflict of interest. If applicable, the Conflict of Interest Questionnaire must be filed as required by law.

HB 1295

Bidder must complete a Form 1295 filing, Disclosure of Interested Parties, on the Texas Ethics Commission website when required by law and prior to issuance of any notice to proceed or contract execution. For form item #3, use "RFB 2027-364: TERM CONTRACT FOR PURCHASE OF AGGREGATE MATERIALS."

PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds are not anticipated for routine purchase of aggregate materials unless required by law, grant conditions, or a specific written request by Leon County. If any portion of the work is determined to require bonds under Texas Government Code Chapter 2253 or other applicable law, the Contractor shall furnish the required bonds prior to execution of that work.

PREVAILING WAGE RATES

Prevailing wage requirements are not anticipated to apply to routine purchase of aggregate materials. If a purchase order, project, or funding source includes work subject to Texas Government Code Chapter 2258, the Davis-Bacon Act, or other prevailing wage requirements, the Contractor and subcontractors shall comply with all applicable wage determinations and labor standards.

BID SUBMISSION CHECKLIST

- ☐ Completed, signed, and notarized Submission Affidavit / Bid Proposal, including pricing, source information, loading plan, and required acknowledgments
- ☐ Vendor References
- ☐ Completed Vendor Compliance Form Certifications
- ☐ Conflict of Interest Questionnaire, if applicable
- ☐ Completed Insurance Certification Form; certificates and required endorsements are due following award and before work begins
- ☐ Material specifications, product data, source information, and any proposed substitutions or approved equals
- ☐ Signed Addenda Acknowledgment, if addenda are issued

THE COMPLETED SUBMISSION AFFIDAVIT / BID PROPOSAL MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID. FAILURE TO INCLUDE IT MAY RESULT IN DISQUALIFICATION.

SUBMISSION AFFIDAVIT / BID PROPOSAL

RFB 2027-364: TERM CONTRACT FOR PURCHASE OF AGGREGATE MATERIALS

I represent that I have had the opportunity to inspect the specifications, material requirements, source requirements, pickup/loading requirements, and bid pricing requirements for providing aggregate materials to Leon County, and hereby submit the following offer:

Name of Firm:	
RFB #:	2027-364
RFB Name:	Term Contract for Purchase of Aggregate Materials

A. COMMERCIAL BASE GRADE A LIMESTONE

<i>Item</i>	<i>Description</i>	<i>Pricing Basis</i>	<i>Bid Price</i>
1	1" x 2" Base	Price per Ton - F.O.B. Plant	\$ _____
2	1-1/2" Base	Price per Ton - F.O.B. Plant	\$ _____

B. NON-SPEC AGGREGATE ROCK: If product is not available, mark "N/A."

<i>Item</i>	<i>Description</i>	<i>Pricing Basis</i>	<i>Bid Price</i>
3	1" x 3" Cobblestone	Price per Ton - F.O.B. Plant	\$ _____
4	3" x 5" Cobblestone	Price per Ton - F.O.B. Plant	\$ _____
5	3" x 8" Cobblestone	Price per Ton - F.O.B. Plant	\$ _____
6	12" x 18" Rip Rap	Price per Ton - F.O.B. Plant	\$ _____
7	12" x 24" Rip Rap	Price per Ton - F.O.B. Plant	\$ _____
8	Other: _____	Price per Ton or Other Basis	\$ _____

C. OTHER MATERIAL TYPES / GRADES NOT LISTED

Due to unforeseen County needs during the contract term, bidder may provide the percent discount or pricing method offered for material types or grades not listed above.

<i>Description / Material Type</i>	<i>Pricing or Discount Method</i>
<i>Other aggregate material types or grades available from bidder</i>	_____
<i>Percent discount off attached current price list, if applicable</i>	_____ %
	Price list effective date: _____

If a discount is offered, attach the applicable current price list, state its effective date, and explain how Leon County's net price will be calculated.

D. PLANT / QUARRY / YARD LOCATION INFORMATION

If the bidder offers materials from more than one source and pricing differs by source, attach a separate completed pricing schedule for each source. Clearly identify the source location applicable to each unit price.

Primary Plant / Quarry / Yard Location	Address	Normal Operating Hours

E. LOADING AND AVAILABILITY PLAN

Information Requested	Bidder Response
Normal loading hours	
Typical turnaround time after truck arrival and check-in	
Plant/pit contact for daily material availability and loading coordination	Name: _____ Phone: _____ Email: _____
Can Bidder accommodate advance notice/project-based loading schedules?	☐ Yes ☐ No ☐ By prior coordination
Can Bidder provide a designated County loading lane, stockpile, pit area, loading area, scheduled loading window, call-ahead process, or other coordination procedure to reduce wait times?	☐ Yes ☐ No ☐ By prior coordination
If yes or by prior coordination, describe the proposed loading procedure	_____ _____
Describe how Leon County will be notified if material is unavailable or loading delays are expected	_____ _____
Identify any known peak periods, seasonal constraints, production limitations, staffing limitations, plant shutdowns, or other factors that may affect loading availability	_____ _____

F. PRECINCT-LEVEL AWARD ACKNOWLEDGMENT

- ☐ Yes, Bidder acknowledges that Leon County may accept bids collectively or individually by precinct, item, material type, group, total bid, or any combination thereof.
- ☐ Yes, Bidder acknowledges that the primary and secondary vendor ranking may differ by precinct.
- ☐ Yes, Bidder acknowledges that if the primary vendor for a precinct cannot furnish the requested material, cannot accommodate the requested loading or pickup schedule, cannot meet the precinct's operational need within a commercially reasonable timeframe, or is otherwise unavailable, Leon County may obtain the material from the secondary vendor, alternate vendor, another awarded vendor, or other lawful source.

G. SAMPLE AND TESTING ACKNOWLEDGMENT

- ☐ Yes, Bidder acknowledges that Leon County may request aggregate samples and may inspect, sample, or test materials for quality, compliance, and suitability during the solicitation, contract term, or any renewal period.
- ☐ Yes, Bidder acknowledges that nonconforming material shall be addressed through an appropriate credit, refund, conforming replacement or corrective material, reimbursement of documented direct correction costs, or another remedy approved by Leon County, consistent with the Material Quality and Acceptance section.

H. BIDDER ACKNOWLEDGMENT

- ☐ Yes, Bidder acknowledges that prices submitted are firm unit prices for the initial contract term unless otherwise approved in writing by Leon County.
- ☐ Yes, Bidder acknowledges that no additional charges shall apply unless listed in the awarded pricing or approved in writing by Leon County before the charge is incurred.
- ☐ Yes, Bidder acknowledges that material quantities, usage, and purchase frequency are not guaranteed.

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The bidder's authorized agent must sign below to acknowledge that the solicitation was read carefully and completely and that the information submitted is true and correct.

Signature of Authorized Agent:	
Printed Name of Authorized Agent:	
Title of Authorized Agent:	
Date of Signature:	
Phone Number:	
Email Address:	

NOTARIZATION PAGE

The undersigned certifies that the submitted prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____ COUNTY OF _____ BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared

_____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by _____ hereinafter called "Offeror" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Offeror affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

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

Printed Name of Vendor

Company Name

Signature of Vendor

Title

Address of Vendor

Telephone Number / Fax Number

City, State, Zip

Email Address

Subscribed and sworn to before me by _____ on this day of _____, 20__.

Notary Public in and for the State of _____.

EXHIBIT A

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided. THIS FORM MUST BE RETURNED WITH YOUR BID.

Reference One	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Email:
Contract Period:	Scope of Work:

Reference Two	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Email:
Contract Period:	Scope of Work:

Reference Three	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Email:
Contract Period:	Scope of Work:

EXHIBIT B**VENDOR COMPLIANCE FORM CERTIFICATIONS****INSURANCE**

Authorized Representative (Full Name and Title): _____

Vendor/Firm Name: _____

I certify that evidence of the required commercial general liability, workers' compensation, employer's liability, and business automobile liability insurance shall be provided to Leon County within ten (10) calendar days after Notice of Award and before any work begins.

Insurance Requirements:

The successful vendor shall maintain, at its sole cost and expense, insurance coverage in full force and effect throughout the entire contract term, including any renewal period. Required coverage shall not be less than the minimum limits stated below, unless higher limits or additional coverage are required by the solicitation, contract, purchase order, grant requirements, or applicable law.

Minimum coverage requirements are as follows:

Coverage Type	Minimum Requirement
<i>Workers' Compensation</i>	Statutory amount, as required by applicable law
<i>Employer's Liability</i>	\$500,000
<i>Commercial General Liability</i>	\$1,000,000 per occurrence, combined single limit for bodily injury and property damage, including premises and operations, independent contractors, personal injury, products and completed operations, and contractual liability
<i>Business Automobile Liability</i>	\$1,000,000 combined single limit for bodily injury and property damage, covering owned, non-owned, and hired vehicles

Insurance shall be issued by a company authorized to do business in the State of Texas and acceptable to Leon County. Coverage shall protect the public, Leon County, and County property from loss or damage arising from services performed by the vendor.

Leon County, Texas shall be named as additional insured on applicable policies. The vendor shall provide certificates of insurance and any required endorsements to the Leon County Auditor's Office before performing any work or services on County property. The vendor shall provide updated certificates and endorsements upon renewal, replacement, cancellation, or material change of coverage.

If coverage is written on a claims-made basis, the vendor may be required to maintain extended reporting period coverage, or "tail" coverage, as determined necessary by Leon County.

The vendor shall require approved subcontractors performing work under the contract to maintain insurance coverage appropriate to the work performed and acceptable to Leon County. The vendor remains fully responsible for all acts, omissions, and work performed by subcontractors.

Failure to provide or maintain required insurance coverage may be considered a material breach of contract and may result in rejection of bid, suspension of work, withholding of payment, termination of contract, or any other remedy available to Leon County.

These insurance requirements do not limit the vendor's liability or responsibility under the contract. Leon County reserves the right to require additional insurance coverage, endorsements, or higher limits when deemed necessary based on the nature, scope, value, risk, or funding source of the work.

CIVIL RIGHTS COMPLIANCE**Nondiscrimination**

The Vendor shall comply with all applicable federal and state nondiscrimination and equal-opportunity requirements and shall not discriminate against any employee, applicant, subcontractor, supplier, or person receiving services on the basis of race, color, national origin, sex, religion, age, disability, veteran status, or any other status protected by applicable law.

Subcontractors and Suppliers

The Vendor shall require each approved subcontractor and supplier performing under the contract to comply with the same applicable nondiscrimination and equal-opportunity requirements.

By signature on the Compliance Forms Signature Page, to the extent applicable, Vendor certifies that the information provided is true and correct and agrees to comply with these requirements.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Bidder that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Bid Invitation.

Please check (v) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ Minority Owned Business ☐ Women Owned Business

☐ Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U.S. Department of Veterans Affairs or Department of Defense)

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has NOT been certified as a HUB.

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify the information provided here is true and correct.

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to bidders who are not Texas residents. Under the statute, a "resident" bidder is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" bidder is a person who is not a Texas resident. Please indicate the status of your company as a "resident" bidder or a "nonresident" bidder under these definitions.

Please check (v) one of the following:

☐ I certify that my company is a Resident Bidder.

☐ I certify that my company is a Nonresident Bidder.

If your company is a Nonresident Bidder, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name: _____ Address: _____

City: _____ State: _____ ZIP Code: _____

A. Does your resident state require a bidder whose principal place of business is in Texas to underprice bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____%

CONDITIONAL STATUTORY AND FEDERAL COMPLIANCE PROVISIONS

Leon County includes these provisions in its solicitation documents for administrative consistency. Each provision applies only to the extent that the procurement, resulting contract, Vendor, contract value, funding source, scope of work, or subject matter falls within the applicable law or regulation.

The inclusion of a provision does not mean that it applies to every solicitation or Vendor. A provision that is not applicable imposes no certification or performance obligation and shall not, by itself, affect the responsiveness of a bid, proposal, or qualification statement. The Vendor shall comply with each provision that becomes applicable at solicitation, award, contract execution, renewal, amendment, extension, or issuance of a purchase order, work order, or notice to proceed. Leon County may request supporting documentation or a separate certification when reasonably necessary to determine applicability or verify compliance.

STATE-MANDATED BOYCOTT AND NONDISCRIMINATION VERIFICATIONS

The following verifications apply only to the extent required by Texas law. Unless an applicable statutory exception applies, each verification applies to a contract between a governmental entity and a company with ten (10) or more full-time employees when the contract has a value of \$100,000 or more and is paid wholly or partly from public funds.

Israel: As required by Texas Government Code Chapter 2271, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the contract. "Boycott Israel" has the meaning assigned by Texas Government Code Section 808.001.

Firearm Entities and Trade Associations: As required by Texas Government Code Chapter 2274, and subject to applicable statutory exceptions, Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Energy Companies: As required by Texas Government Code Chapter 2276, and subject to applicable statutory exceptions, Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" has the meaning assigned by Texas Government Code Section 809.001.

By signature on the Compliance Forms Signature Page, to the extent applicable, Vendor certifies that the foregoing verifications are true, complete, and accurate and that the signer is authorized to make these certifications on behalf of Vendor.

PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES

Texas Government Code Chapter 2275 prohibits certain contracts or agreements relating to critical infrastructure in this state when a company would be granted direct or remote access to or control of critical infrastructure and the governmental entity knows that the company is owned by, controlled by, or headquartered in China, Iran, North Korea, Russia, or another country designated by the Governor. The prohibition applies only to contracts or agreements within the scope of Chapter 2275 and excludes access specifically allowed by the governmental entity for product warranty and support purposes.

By signature on the Compliance Forms Signature Page, to the extent applicable, Vendor certifies that it is not prohibited from contracting with Leon County under Texas Government Code Chapter 2275 and will promptly notify Leon County in writing if its status changes.

PROHIBITED COMPANIES AND FOREIGN TERRORIST ORGANIZATIONS

Texas Government Code Chapter 2252 prohibits a governmental entity from entering into certain contracts with a company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code Sections 806.051, 807.051, or 2252.153, subject to applicable statutory exclusions and exceptions.

By signature on the Compliance Forms Signature Page, Vendor certifies that it is not identified on an applicable Texas Comptroller list as a company prohibited from contracting with Leon County and will promptly notify Leon County in writing if its status changes.

CONDITIONAL FEDERAL CONTRACT PROVISIONS (EDGAR)

(2 CFR Part 200 and Appendix II)

These provisions apply only to County purchases made in whole or in part with federal funds and only to the extent applicable to the contract type, amount, scope, and funding source. Unless the solicitation, addendum, contract, purchase order, work order, notice to proceed, or other written County document identifies federal funding, these provisions do not apply and need not be completed.

Federal funding may require additional agency-specific clauses, certifications, wage determinations, or forms. Vendor shall comply with all such requirements incorporated into the applicable solicitation, addendum, contract, purchase order, work order, or notice to proceed. Leon County may require separate certifications or documentation before award or performance.

Vendor Violation or Breach of Contract Terms: 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 USC 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.

Provisions regarding Vendor default are included in the General Terms and Conditions, as well as all additional terms and conditions in issued Purchase Orders. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

Termination for Cause or Convenience: For any County purchase or contract in excess of \$10,000 made using federal funds, the contract shall address termination for cause and for convenience, including the manner by which termination will be effected and the basis for settlement.

The County may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing sixty (60) business days advance written notice to the Vendor. Leon County reserves the right to terminate upon breach of contract as allowed by law. If this Agreement is terminated in accordance with this Paragraph, the County shall only be required to pay Vendor for goods or services delivered to and accepted by the County before termination. If the County has paid Vendor for goods or services not yet provided as of the termination date, Vendor shall promptly refund the payment.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all County purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended, and implementing regulations at 41 CFR Part 60.

Davis-Bacon Act and Copeland Anti-Kickback Act: When required by federal program legislation, County prime construction contracts in excess of \$2,000 shall comply with the Davis-Bacon Act, 40 USC 3141-3148, and Department of Labor regulations at 29 CFR Part 5. Applicable prevailing wage determinations shall be incorporated into the solicitation or contract. The Contractor shall also comply with the Copeland Anti-Kickback Act, 40 USC 3145, and 29 CFR Part 3, when applicable.

Contract Work Hours and Safety Standards Act: Where applicable, County contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 USC 3702 and 3704 and Department of Labor regulations at 29 CFR Part 5, including applicable overtime and workplace-safety requirements.

Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of a “funding agreement” under 37 CFR 401.2(a) and the County enters into a contract with a small business firm or nonprofit organization for experimental, developmental, or research work under that funding agreement, the Contractor shall comply with 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

Clean Air Act and Federal Water Pollution Control Act: Contracts and subgrants exceeding \$150,000 shall require compliance with applicable standards, orders, and regulations issued under the Clean Air Act, 42 USC 7401-7671q, and the Federal Water Pollution Control Act, 33 USC 1251-1387. Violations shall be reported as required to the federal awarding agency and the appropriate Regional Office of the Environmental Protection Agency.

Debarment and Suspension: A federally funded contract award shall not be made to a party listed in the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180 and applicable federal requirements. Vendor certifies, when this provision applies, that Vendor is not debarred, suspended, excluded, or otherwise declared ineligible and shall promptly notify Leon County if its status changes.

Byrd Anti-Lobbying Amendment: Contractors that apply or bid for a federally funded award exceeding \$100,000 shall file the certification required by 31 USC 1352. Each tier shall certify to the tier above that it has not used Federal appropriated funds for prohibited lobbying and shall disclose lobbying with non-Federal funds as required.

Procurement of Recovered Materials: For federally funded purchases, Vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and 40 CFR Part 247 when applicable, including applicable requirements concerning recovered materials and solid-waste management services.

Domestic Preferences for Procurements: When appropriate and consistent with law, Vendor shall provide information reasonably requested by Leon County regarding whether goods, products, or materials are produced in the United States, consistent with 2 CFR 200.322.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: To the extent applicable, Vendor shall comply with 2 CFR 200.216 and provide information reasonably requested by Leon County concerning covered telecommunications or video-surveillance equipment or services.

Profit as a Separate Element of Price: For federally funded purchases in excess of the simplified acquisition threshold, Leon County may be required to negotiate profit as a separate element of price under 2 CFR 200.324(b). When required, Vendor shall provide requested cost information and participate in the required negotiation, but the total price charged shall not exceed the awarded pricing unless otherwise lawfully amended in writing.

BYRD ANTI-LOBBYING CERTIFICATION

Complete this certification only when applicable to a federally funded award exceeding \$100,000.

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If funds other than Federal appropriated funds have been paid or will be paid to any person for lobbying in connection with the Federal award, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the substance of this certification be included in all applicable subawards at all tiers and that all subrecipients certify and disclose accordingly. This certification is a material representation of fact and is required by 31 USC 1352. Failure to file a required certification may subject the contractor to applicable civil penalties.

Please check the appropriate box:

☐ No non-Federal funds have been used or are planned to be used for lobbying in connection with this application, award, or contract.

OR

☐ Standard Form LLL, "Disclosure of Lobbying Activities," is attached and describes the use or planned use of non-Federal funds for lobbying in connection with this application, award, or contract. Executed this _____ day of _____, 20____

Printed Name

Title of Executing Official

Signature of Executing Official

Name of Organization/Applicant

COMPLIANCE FORMS SIGNATURE PAGE

By signature below, Vendor certifies that it has reviewed the Vendor Compliance Form Certifications; that the information provided is true, complete, and accurate; and that it agrees to comply with each statutory, regulatory, and federal provision to the extent applicable to Vendor, this solicitation, and any resulting contract, purchase order, work order, renewal, amendment, or extension. Inclusion of an inapplicable provision does not require Vendor to make a representation that is not required by law.

Vendor Certifications include:

- Insurance / Workers' Compensation
- Civil Rights Compliance
- Historically Underutilized Business Certification
- Resident/Nonresident Certification
- Conditional Statutory and Federal Compliance Provisions

☐ Vendor acknowledges and agrees to comply with all applicable provisions.

Vendor-identified statutory exception or applicability explanation, if any:

Company Name: _____

Signature of Authorized Company Official: _____

Printed Name and Title: _____

Date: _____

EXHIBIT C**CONFLICT OF INTEREST QUESTIONNAIRE**

If applicable, the Conflict of Interest Questionnaire required by Texas Local Government Code Chapter 176 must be completed and filed as required by law. The form is available from the Texas Ethics Commission and may be attached separately to this bid package.

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
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		

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.

EXHIBIT D

FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

The awarded Vendor shall provide a current, completed IRS Form W-9 before vendor setup or payment. The official form is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

EXHIBIT E

COOPERATIVE PURCHASING

Pursuant to applicable law, including Texas Government Code Chapter 791, Interlocal Cooperation Contracts, and Texas Local Government Code Chapter 271, Subchapter F, Cooperative Purchasing Program, Leon County may make the contract awarded under this solicitation available for use by other eligible governmental entities.

Should another eligible governmental entity elect to participate in this contract, would you, the Vendor, agree that the same terms, conditions, specifications, and pricing would apply?

☐ Yes ☐ No

Governmental entities utilizing this contract will be eligible, but not obligated, to purchase services under the contract awarded as a result of this solicitation, subject to their own applicable legal authority, governing body approval, purchasing requirements, and any required interlocal or cooperative purchasing agreement.

All purchases made by governmental entities other than Leon County shall be ordered, received, invoiced, and paid directly between the Vendor and the participating governmental entity. Leon County shall not be responsible for another governmental entity's orders, debts, obligations, payments, or performance under any purchase made through cooperative use of this contract.

EXHIBIT F

LEON COUNTY GENERAL TERMS AND CONDITIONS

SCOPE / APPLICABILITY: These General Terms and Conditions are intended for use with Leon County purchase orders, requests for proposals (RFPs), requests for qualifications (RFQs), request for bids (RFBs), requests for quotes, contracts, procurement attachments, vendor setup materials, and vendor billing or invoice-resolution communications, as applicable. For purposes of these Terms and Conditions, 'Procurement Document' means the applicable County purchase order, solicitation, quote request, bid package, proposal package, qualification request, contract, addendum, vendor setup document, invoice/billing communication, or other written County procurement document to which these Terms and Conditions are attached, incorporated, or provided. Providing these Terms and Conditions during vendor setup or billing resolution does not, by itself, create a contract or obligate County funds; County liability exists only when a purchase is properly authorized under County policy and applicable law.

I. APPLICABILITY, AUTHORITY, AND COUNTY OBLIGATION

1. FUNDING / NON-APPROPRIATION: Vendor recognizes that continuation of any purchase order, contract, or other County obligation during and/or after the close of any fiscal year of Leon County, which fiscal year ends September 30, is subject to Leon County Commissioners Court budget approval and appropriation of funds for the applicable purchase, contract, or expenditure. The County does not represent that any budget item will be adopted or remain adopted, as such determination is within the sole discretion of Commissioners Court. If funding is not approved or appropriated for any fiscal year during the term of the Procurement Document or resulting agreement, the County's obligation shall terminate and become null and void without penalty to the County.

2. PURCHASING / PROCUREMENT AUTHORITY: Leon County purchasing and procurement functions are administered through the Leon County Auditor's Office and through other authorized County representatives acting within the authority granted by Commissioners Court, County policy, and applicable law. No County officer, employee, department, or representative may bind Leon County to a purchase, contract, renewal, change, additional charge, or other financial obligation unless the purchase or obligation is properly authorized and supported by a valid purchase order, written contract, written notice to proceed, Commissioners Court approval when required, or other written authorization

permitted by County policy and applicable law. Vendor proceeds at its own risk if it provides goods or services without proper written authorization.

3. ACCEPTANCE; APPLICABILITY; ORDER OF PRECEDENCE; VENDOR TERMS REJECTED: These General Terms and Conditions govern all Procurement Documents to which they are attached, incorporated, referenced, or provided, including purchase orders, RFPs, RFQs, RFBs, requests for quotes, contracts, procurement attachments, vendor setup materials, and vendor billing or invoice-resolution communications, as applicable. Submission of a bid, proposal, quote, qualification statement, vendor setup packet, invoice, shipment, commencement of work, fulfillment of any part of an order, or other conduct recognizing the existence of a County procurement or transaction constitutes acknowledgment of these Terms and Conditions, subject to County acceptance, award, approval, and legal authority. The County rejects any additional, inconsistent, or conflicting terms contained in Vendor's quote, invoice, website, click-wrap agreement, packing slip, acknowledgment, proposal, or other document unless expressly accepted in a written instrument signed by an authorized County representative.

4. MODIFICATIONS; ADDENDA; WRITTEN CHANGES ONLY: A purchase order, contract, solicitation, or these Terms and Conditions may be modified or rescinded only in writing signed or issued by authorized County representatives. For formal solicitations, only written addenda issued by the County may modify the solicitation. Vendor terms, quotes, invoices, acknowledgments, website terms, click-wrap terms, or other documents shall not modify County terms unless expressly accepted in writing by an authorized County representative.

5. SOLICITATIONS, FORMAL PROCUREMENT DOCUMENTS, AND NO OBLIGATION TO AWARD: When these Terms and Conditions are attached to or incorporated into an RFP, RFQ, RFB, request for quote, competitive sealed proposal, or other solicitation, they apply to the solicitation process and any resulting award, contract, or purchase order, except to the extent a more specific solicitation instruction, specification, evaluation factor, addendum, professional-services requirement, construction-delivery requirement, grant requirement, or statute controls. Issuance of a solicitation, receipt of a response, vendor setup, or negotiation does not obligate the County to award a contract, issue a purchase order, or pay any cost incurred by a respondent unless expressly authorized in writing by the County and permitted by law. The County may reject responses, waive immaterial irregularities, or cancel a solicitation as permitted by law and the solicitation documents.

6. VENDOR SETUP AND BILLING OR INVOICE ISSUES: When these Terms and Conditions are provided to a new or existing vendor for vendor setup, vendor maintenance, tax documentation, payment processing, invoice review, statement reconciliation, or billing dispute resolution, they provide notice of the County's standard procurement and payment terms. Vendor setup, acceptance of vendor forms, receipt of invoices, or communication about billing does not waive County purchasing requirements, does not ratify an unauthorized purchase, and does not create a County obligation unless the goods or services were properly authorized, received, accepted, documented, and payable under County policy and applicable law.

II. PRICING, PAYMENT, DELIVERY, AND ACCEPTANCE

7. WARRANTY OF PRICE:

- a. The price to be paid by the County shall be the price agreed to in writing by the County. Seller warrants that such price is no higher than Seller's current prices on orders for products or services of the kind and specification covered by the applicable Procurement Document for similar quantities under similar conditions and methods of purchase. If Seller breaches this warranty, the prices shall be reduced to Seller's current prices on orders by others, or the County may cancel the purchase order or contract without liability to Seller except for goods or services accepted by the County.
- b. Pricing from lawful interlocal agreements, cooperative purchasing contracts, state contracts, federal schedules, or other approved purchasing programs may be considered when authorized by County policy and applicable law. If cooperative or interlocal pricing is used, Vendor must identify the applicable contract, contract number, term, and pricing basis when requested by the County.

8. INVOICES AND PAYMENTS:

Payment is subject to Texas Government Code Chapter 2251, commonly known as the Prompt Payment Act. Unless a different lawful payment term is expressly stated in a written contract approved by the County, payment terms are Net 30 after the County receives a proper invoice and the goods or services have been received and accepted. Payment shall not be due until all required invoices, delivery documentation, receipts, and supporting instruments are submitted to

Accounts Payable after delivery and acceptance. Invoices must state the purchase order number or other County reference number, if applicable, and should be mailed or submitted as directed by Leon County Accounts Payable, PO Box 898, Centerville, Texas 75833.

Do not include Federal Excise Tax, State of Texas Sales Tax, or County sales tax. Leon County is tax exempt and will furnish a tax exemption certificate upon request. Vendor shall cooperate in promptly correcting any tax charged in error.

The County may withhold or dispute payment for nonconforming goods or services, incomplete documentation, sales tax charged in error, or other amounts not authorized by the Procurement Document or applicable law. Vendor setup, receipt of vendor forms, or issuance of a vendor number does not create a right to payment unless a purchase has been properly authorized and accepted by the County.

9. OVERCHARGES / REFUNDS: If Vendor overcharges the County, charges an unauthorized amount, charges tax in error, or receives payment not authorized by the applicable Procurement Document, Vendor shall promptly issue a credit or refund to Leon County upon discovery or written notice by the County. This remedy is in addition to any other rights or remedies available to the County.

10. F.O.B. DELIVERY: All products offered shall be F.O.B. final destination, Leon County, Texas, with all delivery charges prepaid by Vendor unless the Procurement Document expressly states otherwise. The County does not accept C.O.D. or collect shipments. The agreed price shall include all charges, including freight, delivery, installation, set-up, packing, crating, and removal and proper disposal of delivery or set-up debris, unless otherwise expressly stated in the Procurement Document.

11. PLACE OF DELIVERY OR PERFORMANCE: The place of delivery or performance shall be as stated in the 'Ship To' block of the purchase order, the solicitation, the contract, a purchase change order, or other written County procurement document.

12. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with: (a) Seller's name and address; (b) consignee's name and address; (c) Leon County purchase order number or other County reference number, if applicable; (d) container number and total number of containers, e.g., box 1 of 4; and (e) the container bearing the packing slip. Seller shall bear the cost of packing unless otherwise agreed in writing. Goods shall be suitably packed to secure the lowest practical transportation cost and conform to common carrier requirements and applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

13. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

14. TITLE AND RISK OF LOSS: For goods provided by Vendor, title and risk of loss shall not pass to the County until the County actually receives, takes possession of, inspects, and accepts the goods. If installation, configuration, or testing is required, acceptance shall not occur until such work is complete and the County determines that the goods or system are in good and acceptable working order. Inclusion of this term in a solicitation does not constitute acceptance of any goods, services, bid, proposal, or qualification submission.

15. RIGHT OF INSPECTION AND ACCEPTANCE: Goods and services are subject to inspection, testing, review, and acceptance by the County. The County reserves the right to reject or refuse acceptance of goods or services not in accordance with County instructions, specifications, drawings, data, solicitation requirements, contract terms, purchase order terms, or Seller's warranties, whether express or implied. Goods not accepted may be returned to Seller at Seller's risk and expense. Payment for any goods or services shall not be deemed final acceptance and shall be refunded or credited to the County if Seller cannot fulfill an acceptable order or if defects are later discovered within the warranty period.

16. NO PLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCT OR SERVICE: Every delivery of goods or performance of services must fully comply with all provisions of the applicable Procurement Document as to time, quality, quantity, specifications, and warranties. Any delivery or performance that does not fully conform constitutes a breach. Where the time for performance has not expired, Seller may reasonably notify Buyer of its intent to cure and may make a conforming delivery or performance within the agreed time, but not afterward unless approved in writing by the County.

III. WARRANTIES AND PRODUCT/SERVICE PROTECTIONS

17. WARRANTY OF PRODUCTS AND SERVICES: All products furnished under the applicable Procurement Document shall be warranted to be merchantable, of good quality, free from defects, fit for the County's intended purpose as described in the purchase order, solicitation, contract, specifications, or other County document, and satisfactory to the County. All services shall be performed in a good, professional, and workmanlike manner, in compliance with applicable industry standards. These warranties are in addition to, and not in lieu of, any express written warranties, statutory warranties, or other remedies available to the County.

18. WARRANTY OF PRODUCT SAFETY: Seller warrants that all products sold to the County conform to applicable federal, state, and local safety standards, including applicable standards promulgated under the Occupational Safety and Health Act of 1970. If products do not conform, the County may return the products for correction or replacement at Seller's expense or may cause correction to be made at Seller's expense if Seller fails to correct within a reasonable time.

19. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS / INTELLECTUAL PROPERTY: Seller shall determine whether goods, software, materials, or services furnished under the applicable Procurement Document may give rise to any rightful claim of infringement, misappropriation, or violation of intellectual property or proprietary rights. The County makes no warranty that production, delivery, or performance according to County specifications will not give rise to such a claim. Seller shall promptly notify the County in writing if Seller believes infringement or similar claims may result. To the extent permitted by law, Seller shall defend, indemnify, and hold the County harmless from claims arising from infringement or misappropriation caused by goods, software, materials, or services furnished by Seller, except to the extent caused solely by County-provided specifications that Seller timely identified in writing as infringing before performance.

20. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated in the applicable Procurement Document includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling an order, such special tooling, equipment, and related process sheets shall become the property of the County and, to the extent feasible, shall be identified by Seller as County property.

IV. VENDOR COMPLIANCE, ETHICS, AND DISCLOSURES

21. COMPLIANCE WITH APPLICABLE LAW AND COUNTY POLICY: Vendor agrees that the applicable Procurement Document and any resulting purchase, contract, or vendor relationship are subject to, and Vendor shall strictly comply with, all applicable federal, state, and local laws, ordinances, rules, regulations, grant requirements, and Leon County purchasing policies and procedures.

22. GRATUITIES, BRIBES, AND KICKBACKS: Vendor certifies that no gratuities, bribes, kickbacks, gifts, entertainment, offers of employment, or anything of value were offered or given by Vendor or its agent or representative to any County officer, employee, or elected official with respect to this procurement, vendor setup, billing issue, solicitation, purchase order, or contract with the County. Any such conduct may be grounds for voiding the purchase order or contract, terminating the contract, rejecting a bid/proposal/qualification submission, disqualifying Vendor, and pursuing any other remedy available by law or County policy.

23. CONFLICTS OF INTEREST; CHAPTER 171 AND CHAPTER 176 DISCLOSURES: No County officer, employee, or agent shall participate in a procurement, vendor setup, billing review, purchase order, or contract in violation of applicable conflict-of-interest laws or County policy. Vendor shall comply, to the extent applicable, with Texas Local Government Code Chapter 171 and Chapter 176, including any required conflicts disclosure statement or questionnaire. Vendor shall promptly disclose any actual or potential conflict of interest known to Vendor. Any violation may render the purchase order or contract voidable, may result in rejection, termination, or disqualification, and may subject the parties to remedies or penalties provided by law.

24. CERTIFICATE OF INTERESTED PARTIES - FORM 1295: If required by Texas Government Code Section 2252.908 and applicable Texas Ethics Commission rules, Vendor shall complete and submit a Certificate of Interested Parties, Form 1295, before the County may execute or approve the contract, purchase order, or other covered transaction. Vendor is responsible for timely and accurate compliance with this requirement.

25. CERTAIN FOREIGN TERRORIST ORGANIZATIONS AND RESTRICTED COMPANIES: To the extent applicable, Vendor represents and warrants that it is not prohibited from contracting with the County under Texas Government Code Chapter 2252, including provisions relating to companies engaged in business with Iran, Sudan, or a foreign terrorist organization, and any applicable restricted vendor lists maintained by the State of Texas. Vendor shall not become prohibited during the term of any County purchase order, contract, or vendor relationship.

26. ANTI-BOYCOTT AND ANTI-DISCRIMINATION CERTIFICATIONS: To the extent applicable under Texas law, including Texas Government Code Chapters 2271, 2274, and 2276, Vendor verifies that it does not boycott Israel, will not boycott Israel during the term of the contract, does not boycott energy companies, will not boycott energy companies during the term of the contract, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of the contract. These certifications apply only to the extent required by law and shall be interpreted in accordance with applicable statutory definitions, exemptions, contract-value thresholds, and company-size thresholds.

27. ADVERTISING AND USE OF COUNTY NAME: Seller shall not advertise, publish, issue a press release, use the County's name, seal, logo, or marks, or otherwise represent that the County endorses Seller or Seller's products or services without the County's prior written consent, except to the extent necessary to comply with a lawful request for information from an authorized federal, state, or local government representative.

V. INSURANCE, RECORDS, PUBLIC INFORMATION, AND SPECIAL PURCHASE TYPES

28. INSURANCE AND WORKERS' COMPENSATION: For on-site work, services on County property, construction, repair, installation, maintenance, or other work involving risk to persons or property, Vendor shall provide and maintain insurance meeting the requirements stated in the solicitation, contract, purchase order, or Leon County Purchasing Policies and Procedures Manual. Unless otherwise waived or modified in writing by the County, certificates of insurance must be provided before work begins, must name Leon County as an additional insured where required, and must include waiver of subrogation where required. Vendor shall comply with applicable workers' compensation requirements and shall not begin work until required insurance documentation is accepted by the County.

29. RIGHT TO AUDIT; RECORDS RETENTION: Leon County shall have the right to examine and audit the books, records, invoices, receipts, cost data, correspondence, contracting information, and other documents of Vendor that are directly related to the applicable Procurement Document, purchase order, contract, invoice, payment, billing issue, contract performance, or grant-funded transaction at any reasonable time and upon reasonable notice. Vendor shall maintain such records in accordance with generally accepted accounting principles and in a manner adequate to determine compliance with the applicable Procurement Document, purchase order, contract, invoice, grant requirement, and applicable law.

In accordance with Texas Government Code Chapter 552, including §§ 552.003 and 552.372, Vendor shall preserve and promptly provide to the County, upon request, contracting information and other records directly related to the applicable County procurement, contract, purchase order, invoice, payment, billing issue, contract performance, or grant-funded transaction.

Unless a longer period is required by applicable law, grant terms, litigation hold, audit, public information requirement, records retention requirement, or written contract, Vendor shall retain such records for at least four (4) years after final payment, contract closeout, expiration, or termination, whichever is later. This requirement is intended to support the County's rights and obligations under Texas Government Code Chapter 552 and applicable local government records-retention requirements, including Texas Government Code § 441.158.

30. PUBLIC INFORMATION ACT: Vendor acknowledges that the County is subject to the Texas Public Information Act, Texas Government Code Chapter 552. Information submitted to the County in connection with a solicitation, vendor setup, purchase order, contract, invoice, or billing issue may be subject to public disclosure unless an exception applies. Vendor is responsible for clearly marking any information it contends is confidential, proprietary, trade secret, or otherwise excepted from disclosure and for asserting and supporting any claimed exception with the Texas Attorney General or other authority when required by law. The County does not agree to keep information confidential except as permitted by law.

31. COOPERATIVE, INTERLOCAL, AND EXEMPT PURCHASES: When a purchase is made through a cooperative purchasing program, interlocal agreement, state contract, sole source, emergency purchase, professional services exemption, or other statutory exemption, Vendor shall provide documentation reasonably required by the County to support the procurement method, pricing, contract number, exemption, or other compliance requirement. Use of any such method does not waive the County's purchase order, budget, documentation, approval, or statutory compliance requirements.

32. FEDERAL, STATE, OR GRANT-FUNDED PURCHASES: If this purchase, solicitation, contract, or vendor transaction is funded in whole or in part with federal, state, or grant funds, Vendor shall comply with all funding-source requirements incorporated into the solicitation, contract, grant award, purchase order, or applicable addendum. For federal awards,

this may include, as applicable, 2 C.F.R. Part 200 procurement standards and contract provisions; suspension and debarment requirements; domestic preference requirements; recovered materials requirements; prohibition on certain telecommunications and video surveillance services or equipment; Byrd Anti-Lobbying certification; access to records; equal employment opportunity; Davis-Bacon or prevailing wage requirements when required; Contract Work Hours and Safety Standards Act requirements; Clean Air Act and Federal Water Pollution Control Act clauses; and other required terms. If a Federal Contract Provisions Addendum is attached to or referenced by the purchase order, solicitation, or contract, it is incorporated by reference.

33. TECHNOLOGY, DATA, CYBERSECURITY, AND CONFIDENTIAL INFORMATION: For purchases, solicitations, contracts, vendor setup, or services involving software, cloud services, hosted systems, data processing, cybersecurity, telecommunications, video surveillance, confidential information, criminal justice information, health information, financial information, or access to County networks, Vendor shall comply with all County information-security requirements, applicable state and federal privacy and security laws, and any additional technology terms required by the County. Vendor shall not access, use, disclose, sell, or retain County data except as necessary to perform the order or contract and as authorized in writing by the County. Vendor shall protect confidential, sensitive, protected, or restricted County information from unauthorized access, use, disclosure, loss, or destruction and shall promptly notify the County of any actual or suspected unauthorized access, disclosure, or security incident involving County information.

VI. CONTRACT ADMINISTRATION, REMEDIES, AND LEGAL PROVISIONS

34. ASSIGNMENT-DELEGATION: The rights, duties, or obligations awarded or assigned to Vendor under a Procurement Document, purchase order, contract, solicitation award, or vendor relationship shall not be assigned, delegated, subcontracted, or transferred to another without prior written consent of the County Auditor's Office or other authorized County representative. Such consent shall not relieve the assignor of liability in the event of default by the assignee or subcontractor.

35. INDEPENDENT CONTRACTOR: Vendor is an independent contractor and is not an officer, employee, agent, partner, or joint venturer of Leon County. Vendor is solely responsible for the supervision, direction, compensation, taxes, benefits, insurance, workers' compensation, and conduct of Vendor's employees, agents, subcontractors, and representatives. Nothing in the Procurement Document shall be construed to create an employment, agency, partnership, or joint venture relationship between Vendor and Leon County.

36. WAIVER; NON-WAIVER; SURVIVAL: No claim or right arising out of a breach of the applicable Procurement Document may be waived or released unless the waiver or release is in writing and signed by the aggrieved party or authorized County representative. A waiver of one breach does not waive any other breach or future breach. Any term that by its nature should continue after completion, cancellation, expiration, closeout, rejection, non-award, or termination shall survive, including warranties, audit rights, records retention, confidentiality, data protection, payment obligations for accepted goods or services, dispute resolution, venue, and compliance certifications.

37. FORCE MAJEURE: If by reason of Force Majeure either party is rendered unable wholly or in part to carry out its obligations under the applicable agreement, such party shall give notice and full particulars in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. The affected obligation shall be suspended only during the continuance of the inability claimed and only to the extent actually affected, and the affected party shall use reasonable diligence to remove or overcome such inability. Force Majeure includes acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, governmental orders, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming inability. Settlement of strikes and lockouts shall be within the discretion of the party having the difficulty and shall not require acceding to demands judged unfavorable by that party.

38. CANCELLATION FOR DEFAULT: The County shall have the right to cancel for default all or any part of the undelivered or unperformed portion of an order or contract if Seller breaches any term of the applicable Procurement Document, including warranties, delivery requirements, performance requirements, compliance requirements, or if Seller becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings. This right is in addition to and not in lieu of any remedies the County may have at law, in equity, under County policy, or under the applicable Procurement Document.

39. TERMINATION: The performance of work under an order or contract may be terminated in whole or in part by the County in accordance with this provision and any more specific termination provision contained in the applicable Procurement Document. Termination shall be effected by delivery to Seller of a Notice of Termination specifying the extent to which performance is terminated and the effective date. This right of termination is in addition to and not in lieu of the County's cancellation rights and other remedies.

40. DISPUTE RESOLUTION: Pursuant to Texas Local Government Code Chapter 271, Subchapter I, Contractor agrees that, before instituting any lawsuit or other proceeding arising from a dispute or claim of breach under a purchase order, contract, or other agreement subject to that subchapter, the parties will first attempt to resolve the claim by following the procedures applicable under that subchapter and any written County contract dispute process. Nothing in this clause waives any immunity, defense, limitation, or remedy available to the County.

41. VENUE AND GOVERNING LAW: The applicable Procurement Document and any resulting purchase order or contract shall be governed by the laws of the State of Texas. Venue for any litigation arising from or related to the Procurement Document, purchase order, contract, vendor setup, invoice, or billing dispute shall lie in a court of competent jurisdiction in Leon County, Texas.

42. SEVERABILITY: If any provision of these Terms and Conditions or any applicable Procurement Document is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.