CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
June 8, 2026

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **June 8, 2026**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via video-conference hosted through Zoom (councilzoom.cityoflamarque.org)**. In accordance with Section 551.127(b) of the Texas Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (https://www.youtube.com/watch?v=L6G8ypjyEDo).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER

2. ROLL CALL

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

   4.I. Proclamation: Jah' Quan McAfee UIL 4A 100m Champion and UIL 4A 200m Champion

   4.II. Presentation: Communications Update

5. CITIZENS PARTICIPATION
   LIMITED TO THREE MINUTES PER PERSON

   Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if* attending in person, and the mayor will call on you in turn.

6. PUBLIC HEARINGS
   Conduct Public Hearing to hear public input on:

   6.I. Ordinance No. 2026-0010
   Amending the City of La Marque's prescribed sewer rates - *Finance*

7. OLD BUSINESS
Items presented to the Council for discussion and possible action:

7.I. Ordinance No. 2026-0010
Amending the City of La Marque's prescribed sewer rates **THIS IS THE SECOND AND FINAL READING** - *Finance*

8. NEW BUSINESS
Items presented to the Council for discussion and possible action:

8.I. Ordinance No. O-2026-0011
Granting a pipeline permit under Chapter 50 of the City of La Marque Code of Ordinances to Markwest Energy West Texas Gas Company, LLC for the installation of a 16-inch ethane pipeline within the corporate limits of the city; making various findings; and providing for an effective date **THIS IS THE FIRST READING** - *Development Services*

8.II. Galveston County Animal Services Agreement
Authorizing an Interlocal Agreement with the Galveston County Health District for Animal Services - *Administration*

8.III. Smarsh Agreement
Authorizing an agreement between the City of La Marque and Smarsh for call and text recording and storage - *Finance*

8.IV. Award of ARPA Bid# 2466 — Compact Track Loader
Awarding a contract to King Ranch Ag & Turf for the purchase of one (1) Compact Track Loader with Standard Bucket in the amount of $103,103.60 utilizing American Rescue Plan Act (ARPA) funding - *Public Works*

8.V. Award of ARPA Bid #2485 - Boom Mounted Mower
Awarding a contract to King Ranch Ag & Turf for the purchase of one (1) Boom Mounted Mower in the amount of $163,978.77 utilizing American Rescue Plan Act (ARPA) funding - *Public Works*

8.VI. ARPA Citywide Solar Lighting Improvements Project
Approving the final close-out package for the ARPA Citywide Solar Lighting Improvements Project, including final change order, certificates of completion, substantial completion documentation, and maintenance bond - *Public Works*

8.VII. Opportunity Zone 2.0
Considering participation in the Opportunity Zone 2.0 program - *Economic Development*

8.VIII. Ethics Policy
Considering an opportunity to revise and update the city’s Ethics Policy - *Administration*

8.IX. Halo Laws
Considering establishing Halo Laws regarding public interference with first responders - *District C/ District A*

8.X. Boards, Committees, and Commissions Processes
Establishing a policy for boards, committees, and commissions recommendations to be provided to Council - *Administration*

8.XI. Interim City Clerk
To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee — Interim City Clerk

9. CITY MANAGER REPORT
A submitted report to update Council and the Community on the standard operations of the City. This report can be acknowledged as a whole or discussed at the pleasure of Council.

9.I. April 2026 Municipal Court Monthly Stats

9.II. Finance Report

9.III. City Clerk's Report

9.IV. Code Enforcement

9.V. Public Works Report

9.VI. Utility Billing Reports

9.VII. Items for the Good of the Order

10. EXECUTIVE SESSION
The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072(Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)

11. ACTIONS TAKEN FROM EXECUTIVE SESSION

12. REQUESTS AND ANNOUNCEMENTS
Requests by Mayor and Council Members of items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedules; (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; (4) a reminder about an upcoming event organized or sponsored by the governing body (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda

13. ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on June 2, 2026, at 4:00 p.m.

_____
Kandice Garrett, TRMC
Interim City Clerk

PROCLAMATION
City of La Marque, Texas

"TEXAS UIL 4A STATE 100m and 200m CHAMPION"

WHEREAS, the City of La Marque is proud to be home to The La Marque High School of the outstanding Texas City Independent School District; and

WHEREAS, Jah' Quan McAfee, student-athlete Texas City Independent School District, has demonstrated exceptional talent, determination, and sportsmanship through his participation in track and field; and

WHEREAS, through hard work, discipline, and commitment to excellence, Jah' Quan McAfee earned the distinguished title of Texas UIL 4A State Champion in the 100m; and

WHEREAS, this remarkable accomplishment reflects not only individual achievement, but also the support and encouragement provided by his family, coaches, teammates, teachers, and the Texas City Independent School District; and

WHEREAS, Jah' Quan McAfee serves as an inspiration to young athletes throughout La Marque by exemplifying dedication, leadership, and the pursuit of excellence both on and off the track; and

WHEREAS, the City of La Marque wishes to recognize and celebrate this extraordinary achievement and commend Jah' Quan McAfee for representing his school and La Marque with pride and distinction.

NOW THEREFORE, the City Council of the City of La Marque, in recognition of his outstanding accomplishments, do hereby proclaim that June 8, 2026, is to be celebrated as

Jah' Quan McAfee – Texas State Champion Track and Field Day

in the City of La Marque and urge all citizens of La Marque to recognize the achievements and distinction Jah' Quan McAfee has brought to La Marque and to encourage all citizens to applaud and celebrate this success.

BE IT SO PROCLAIMED this 8th day of June 2026.

_____

Keith Bell, Mayor
City of La Marque

Presentation and discussion regarding the six-month progress update on key communications initiatives, including:

1. **Communication Department Progress Report**
   Overview of accomplishments, milestones achieved, and ongoing efforts related to the City's communications strategy since November 2025.
   a. **Metrics**
      i. Social Media
      ii. Website
      iii. Request Tracker
   b. **Shift of Responsibilities**
      i. Implementation of a Website-First Approach
      ii. Staff Training (Crisis Communication, Request Tracker, CivicPlus)
      iii. Emergency Alert Lead
      iv. Administrative Controls
   c. **Future Planning**
      i. Relaunch Water Bill Newsletter
      ii. Relaunch "Two-Minute Tuesdays" Video Series
      iii. Community Surveys
      iv. 2050 Strategic Vision Implementation Recommendations
      v. Implementation of OpenGov Tools
      vi. "How-To" Video Series
      vii. 2027 Website Refresh and CivicPlus Contract Renewal

2. **Wayfinding Program History**
   Overview of the City's Wayfinding Program, including development, planning, current status, goals, design strategy, and next steps.

3. **TxDOT Advance Funding Agreement (AFA) & Landscape Improvements**
   Update on coordination with TxDOT, status of the AFA, and planned or completed landscape enhancements associated with gateway and corridor improvements.

   a. TxDOT assigns project numbers, so referring to the CSJ is most effective
      i. CSJ 0500-04-**106**: N OF. FM 1764 (exit ramps to Walmart/Sams)

ii. CSJ 0500-04-**103:** S. OF FM 1764 to N. OF FM 519
iii. CSJ 0500-04-**104**: N. OF FM 519 to Texas City WYE
iv. CSJ 0500-01-**107**: Texas City WYE to Causeway

b. Clark Condon Presentation
c. 0500-04-106 – AFA
d. Proposal to contract Clark Condon for execution of three additional AFAs

4. **Request for Proposals (RFP) for Event Coordinators**
   Discussion of the development and release of an RFP to engage qualified event coordinators to plan and execute tourism-focused events in La Marque.
   a. Proposed Events for Coordinator Consideration
      i. BTR Cajun Throwdown at Bayou Fest (Mac McGaffey Park)
      ii. Fourth of July Celebration (Mac McGaffey Park)
      iii. Kite Festival and Vendor Extravaganza (Mac McGaffey Park)
      iv. Fair on the Square (Downtown La Marque)
   b. **RFP Not to Include City-Managed Events**
      This RFP does not apply to City-managed events that are one-half day or less in duration, including:
      i. Hurricane Huddle
      ii. Nutcracker Market
      iii. Clent Brown Volunteer Appreciation Dinner
      iv. Library Events
      v. Police Department Events
      vi. Fire Department Events







CITY OF LA MARQUE
1-45 CORRIDOR BRANDING & BEAUTIFICATION

CLARK CONDON

landscape architecture

TxDOT COORDINATION ITEMS

02.06.20

#118-122







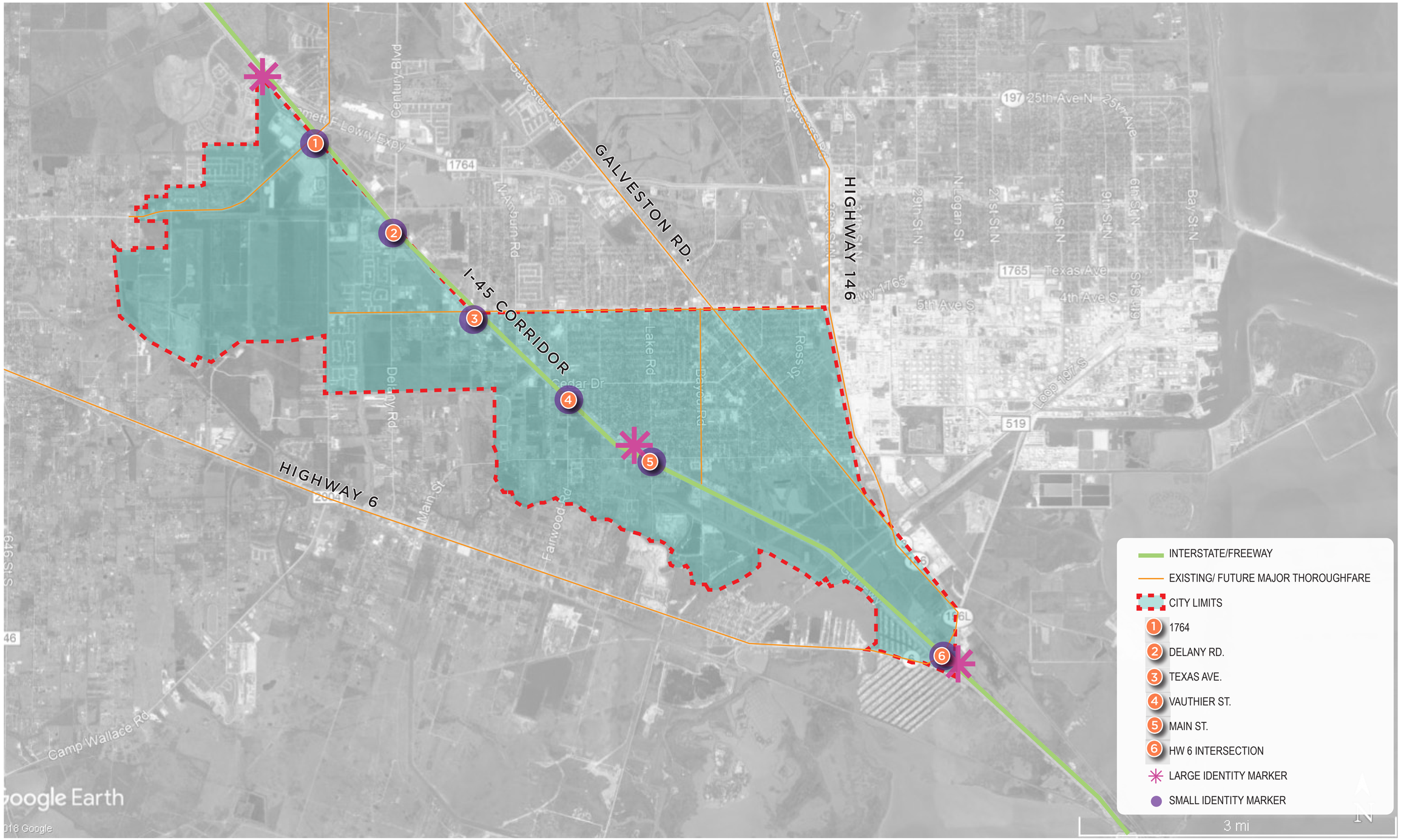
AGENDA:

- CORRIDOR AESTHETICS
- BRANDING OPTIONS

CITY OF LA MARQUE
1-45 CORRIDOR BRANDING & BEAUTIFICATION

TxDOT COORDINATION ITEMS

02.06.20

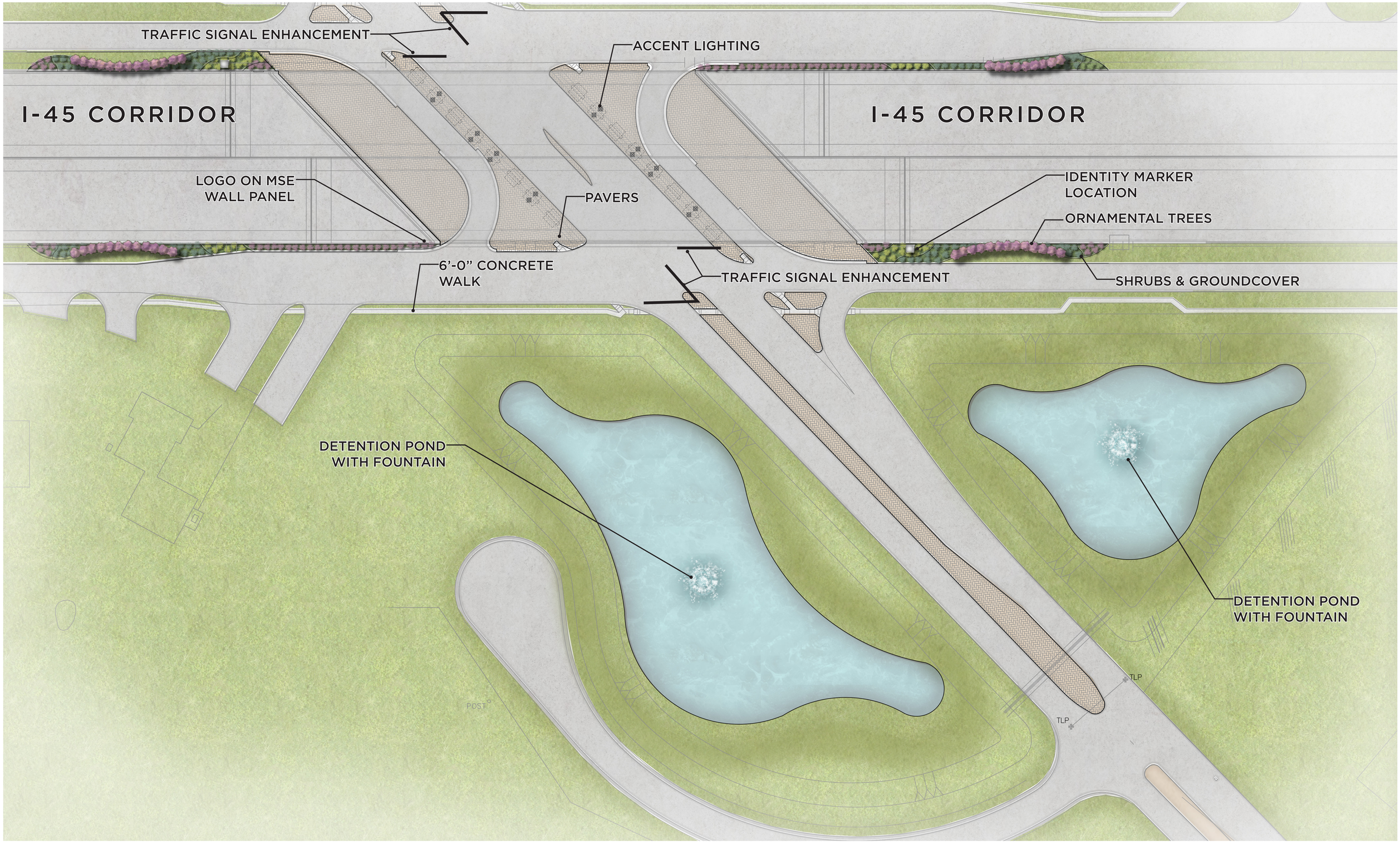


LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

OVERALL MASTER PLAN
02.06.20

0 | 2,200 | 4,400 | 6,600 feet

CLARK CONDON



LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

TYPICAL INTERSECTION IMPROVEMENTS
CONCEPTUAL PLAN
02.06.20

0 40 80 120 feet

CLARK CONDON

AGENDA:

- CORRIDOR AESTHETICS
- BRANDING OPTIONS

CITY OF LA MARQUE
1-45 CORRIDOR BRANDING & BEAUTIFICATION

TxDOT COORDINATION ITEMS

02.06.20






FORNEY
TEXAS


BASTROP
EST 1832






Webster





LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

TYPICAL INTERSECTION
VIEW 1
02.06.20

CLARK CONDON



LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

TYPICAL INTERSECTION
VIEW 2
02.06.20

CLARK CONDON



LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

TYPICAL INTERSECTION
VIEW 3
02.06.20

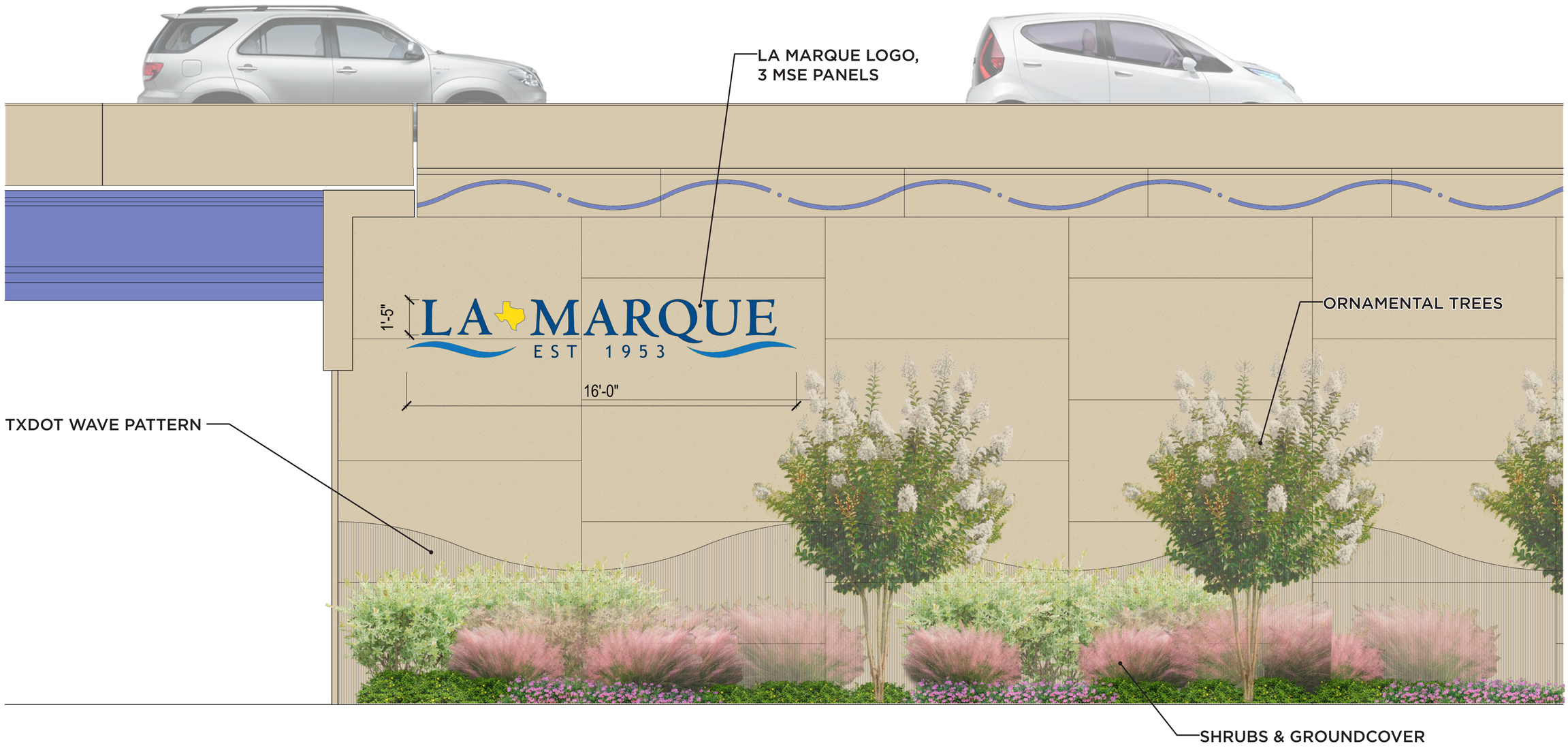
CLARK CONDON



LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

TYPICAL INTERSECTION
VIEW 4
02.06.20

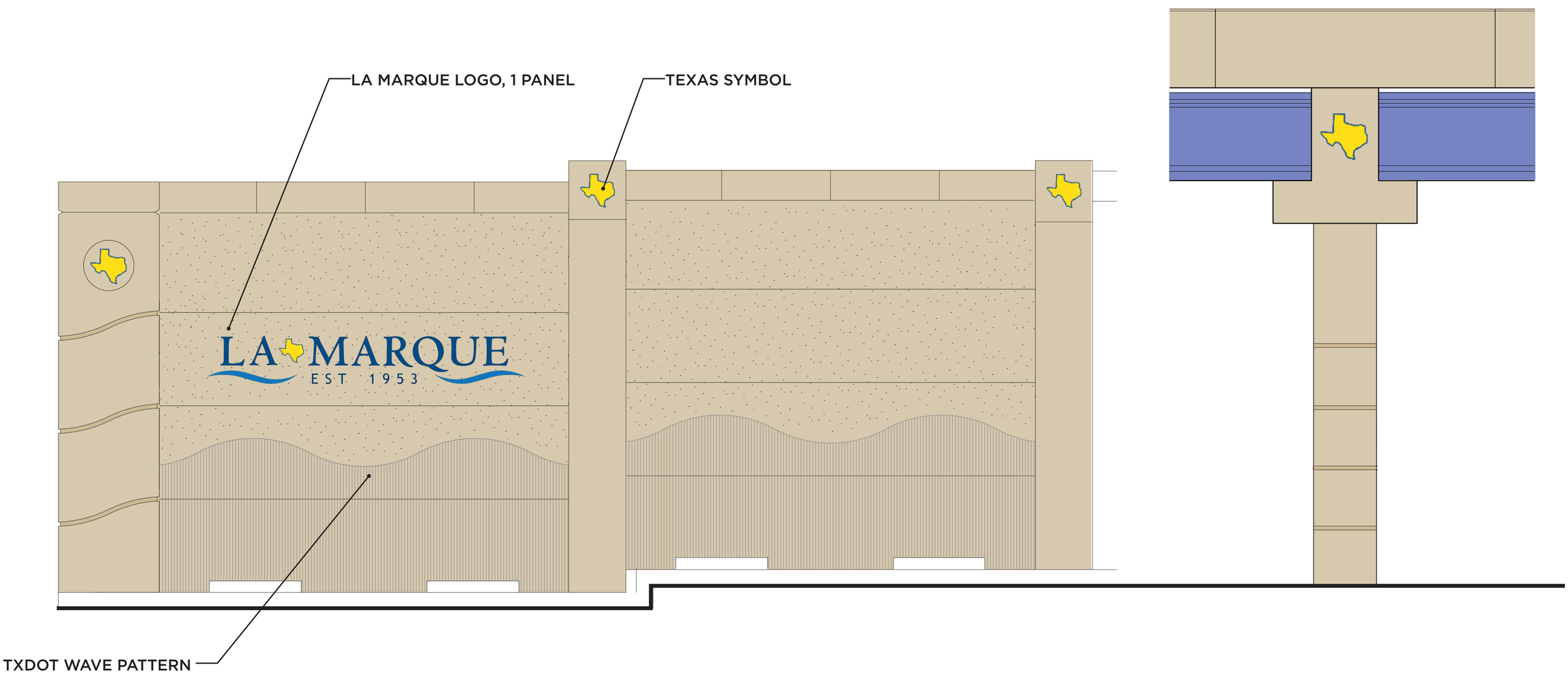
CLARK CONDON



LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

LOGO CONCEPT
MSE WALL PANEL
02.06.20

CLARK CONDON



LA MARQUE 1-45 CORRIDOR
CITY OF LA MARQUE
118-122

LOGO CONCEPT
SOUND WALL & COLUMN END CAP
02.06.20

CLARK CONDON

creating **places** for **people**

CLARK CONDON

landscape architecture

La Marque - I-45 Corridor **Clark Condon**
Preliminary Concept **8-Feb-20**

Item No.	Item	Qty.	Unit	Cost	Extension
	General				
1.	General Conditions	1	LS	$250,000.00	$250,000.00
2.	Bonds	1	LS	$500,000.00	$500,000.00
3.	Permits	1	LS	$75,000.00	$500,000.00
				Total General	**$1,250,000.00**
	Site Prep				
4.	Site Prep & Mobilization	1	LS	$100,000.00	$100,000.00
5.	Grading & Drainage	1	LS	$100,000.00	$100,000.00
6.	Tree Protection	1	LS	$50,000.00	$50,000.00
7.	Traffic Control	1	LS	$150,000.00	$150,000.00
8.	SWPPP	1	LS	$125,000.00	$125,000.00
				Total Site Prep	**$525,000.00**
F.M. 1764					
	Hardscape				
9.	Large Identity Monument	1	EA	$250,000.00	$250,000.00
10.	Gateway Monument	2	EA	$150,000.00	$300,000.00
11.	MSE Panel Aesthetic Treatment	6	EA	$2,500.00	$15,000.00
12.	Ear Wall Aesthetic Treatment	2	EA	$750.00	$1,500.00
13.	Sleeving (Irrigation)	400	LF	$30.00	$12,000.00
14.	Traffic Signal Upgrade	2	EA	$1,500.00	$3,000.00
15.	Lighted Street Signs	3	EA	$2,500.00	$7,500.00
				Total Hardscape	**$589,000.00**
	Lighting and Electrical				
16.	Electrical Service & Controls	1	LS	$25,000.00	$25,000.00
17.	Lighting Conduit	650	LF	$50.00	$32,500.00
18.	Electrical Runs	650	LF	$20.00	$13,000.00
19.	Underbridge Lighting	16	EA	$2,500.00	$40,000.00
				Total Lighting and Electrical	**$110,500.00**

Item No.	Item	Qty.	Unit	Cost	Extension
	Softscape				
	Green Space (Trees, shrubs & groundcover, lawn)				
20.		70,000	SF	$2.50	$175,000.00
21.	90 Day Landscape Maintenance	1	LS	$15,000.00	$15,000.00
22.	Irrigation System	1	LS	$100,000.00	$100,000.00
				Total Softscape	**$290,000.00**
				Total F.M. 1764	**$989,500.00**
Delany Rd.					
	Hardscape				
23.	Gateway Monument	1	EA	$150,000.00	$150,000.00
24.	MSE Panel Aesthetic Treatment	6	EA	$2,500.00	$15,000.00
25.	Ear Wall Aesthetic Treatment	2	EA	$750.00	$1,500.00
26.	Sleeving (Irrigation)	650	LF	$30.00	$19,500.00
27.	Traffic Signal Upgrade	2	EA	$1,500.00	$3,000.00
28.	Lighted Street Signs	3	EA	$2,500.00	$7,500.00
				Total Hardscape	**$196,500.00**

Item No.	Item	Qty.	Unit	Cost	Extension
	Grading & Drainage				
29.	Pond Excavation	35,000	CY	$15.00	$525,000.00
				Total Grading & Drainage	**$525,000.00**
	Lighting and Electrical				
30.	Electrical Service & Controls	1	LS	$25,000.00	$25,000.00
31.	Lighting Conduit	1,600	LF	$50.00	$80,000.00
32.	Electrical Runs	1,600	LF	$20.00	$32,000.00
33.	Underbridge Lighting	16	EA	$2,500.00	$40,000.00
34.	Floating Fountains	2	EA	$60,000.00	$120,000.00
				Total Lighting and Electrical	**$297,000.00**
	Softscape				
35.	Green Space (Trees, shrubs & groundcover, lawn)	260,000	SF	$2.50	$650,000.00
36.	90 Day Landscape Maintenance	1	LS	$25,000.00	$25,000.00
37.	Irrigation System	1	LS	$325,000.00	$325,000.00
				Total Softscape	**$1,000,000.00**
	Total Delaney Rd.				**$2,018,500.00**

Item No.	Item	Qty.	Unit	Cost	Extension
Texas Ave.					
	Hardscape				
38.	Gateway Monument	2	EA	$150,000.00	$300,000.00
39.	MSE Panel Aesthetic Treatment	12	EA	$2,500.00	$30,000.00
40.	Ear Wall Aesthetic Treatment	4	EA	$750.00	$3,000.00
41.	Sleeving (Irrigation)	800	LF	$30.00	$24,000.00
42.	Traffic Signal Upgrade	4	EA	$1,500.00	$6,000.00
43.	Lighted Street Signs	6	EA	$2,500.00	$15,000.00
				Total Hardscape	**$378,000.00**
	Lighting and Electrical				
44.	Electrical Service & Controls	1	LS	$25,000.00	$25,000.00
45.	Lighting Conduit	650	LF	$50.00	$32,500.00
46.	Electrical Runs	650	LF	$20.00	$13,000.00
47.	Underbridge Lighting	16	EA	$2,500.00	$40,000.00
				Total Lighting and Electrical	**$110,500.00**
	Softscape				
48.	Green Space (Trees, shrubs & groundcover, lawn)	70,000	SF	$2.50	$175,000.00
49.	90 Day Landscape Maintenance	1	LS	$15,000.00	$15,000.00
50.	Irrigation System	1	LS	$100,000.00	$100,000.00
				Total Softscape	**$290,000.00**
				Total Texas Ave.	**$778,500.00**

Item No.	Item	Qty.	Unit	Cost	Extension
Vauthier St.					
	Hardscape				
51.	Gateway Monument	2	EA	$150,000.00	$300,000.00
52.	MSE Panel Aesthetic Treatment	12	EA	$2,500.00	$30,000.00
53.	Sound Wall Aesthetic Treatment	1,200	SF	$15.00	$18,000.00
54.	Ear Wall Aesthetic Treatment	4	EA	$750.00	$3,000.00
55.	Sleeving (Irrigation)	775	LF	$30.00	$23,250.00
56.	Traffic Signal Upgrade	4	EA	$1,500.00	$6,000.00
57.	Lighted Street Signs	6	EA	$2,500.00	$15,000.00
				Total Hardscape	**$395,250.00**
	Lighting and Electrical				
58.	Electrical Service & Controls	1	LS	$25,000.00	$25,000.00
59.	Lighting Conduit	1,020	LF	$50.00	$51,000.00
60.	Electrical Runs	1,020	LF	$20.00	$20,400.00
61.	Underbridge Lighting	16	EA	$2,500.00	$40,000.00
62.	Floating Fountains	2	EA	$60,000.00	$120,000.00
				Total Lighting and Electrical	**$256,400.00**
	Softscape				
63.	Green Space (Trees, shrubs & groundcover, lawn)	185,000	SF	$2.50	$462,500.00
64.	90 Day Landscape Maintenance	1	LS	$15,000.00	$15,000.00
65.	Irrigation System	1	LS	$230,000.00	$230,000.00
				Total Softscape	**$707,500.00**
				Total Vauthier St.	**$1,359,150.00**

Item No.	Item	Qty.	Unit	Cost	Extension
Main St.					
	Hardscape				
66.	Large Identity Monument	1	EA	$250,000.00	$250,000.00
67.	Gateway Monument	2	EA	$150,000.00	$300,000.00
68.	MSE Panel Aesthetic Treatment	12	EA	$2,500.00	$30,000.00
69.	Ear Wall Aesthetic Treatment	12	EA	$750.00	$9,000.00
70.	Sleeving (Irrigation)	1,000	LF	$30.00	$30,000.00
71.	Traffic Signal Upgrade	8	EA	$1,500.00	$12,000.00
72.	Lighted Street Signs	12	EA	$2,500.00	$30,000.00
				Total Hardscape	**$661,000.00**
	Lighting and Electrical				
73.	Electrical Service & Controls	1	LS	$25,000.00	$25,000.00
74.	Lighting Conduit	2,500	LF	$50.00	$125,000.00
75.	Electrical Runs	2,500	LF	$20.00	$50,000.00
76.	Underbridge Lighting	48	EA	$2,500.00	$120,000.00
				Total Lighting and Electrical	**$320,000.00**
	Softscape				
77.	Green Space (Trees, shrubs & groundcover, lawn)	130,000	SF	$2.50	$325,000.00
78.	90 Day Landscape Maintenance	1	LS	$15,000.00	$15,000.00
79.	Irrigation System	1	LS	$165,000.00	$165,000.00
				Total Softscape	**$505,000.00**
				Total Main St.	**$1,486,000.00**

Item No.	Item	Qty.	Unit	Cost	Extension
Hwy. 6 - (Wye)					
	Hardscape				
80	Large Identity Monument	1	EA	$250,000.00	$250,000.00
81.	Gateway Monument	4	EA	$150,000.00	$600,000.00
82	MSE Panel Aesthetic Treatment	12	EA	$2,500.00	$30,000.00
83.	Sound Wall Aesthetic Treatment	1,500	SF	$35.00	$52,500.00
84	Ear Wall Aesthetic Treatment	6	EA	$750.00	$4,500.00
85	Sleeving (Irrigation)	1,500	LF	$30.00	$45,000.00
86.	Traffic Signal Upgrade	4	EA	$1,500.00	$6,000.00
87	Lighted Street Signs	6	EA	$2,500.00	$15,000.00
				Total Hardscape	**$1,003,000.00**
	Lighting and Electrical				
88.	Electrical Service & Controls	1	LS	$25,000.00	$25,000.00
89.	Lighting Conduit	1,500	LF	$50.00	$75,000.00
90.	Electrical Runs	1,500	LF	$20.00	$30,000.00
91.	Underbridge Lighting	24	EA	$2,500.00	$60,000.00
				Total Lighting and Electrical	**$190,000.00**
	Softscape				
92.	Green Space (Trees, shrubs & groundcover, lawn)	850,000	SF	$2.50	$2,125,000.00
93.	90 Day Landscape Maintenance	1	LS	$15,000.00	$15,000.00
94.	Irrigation System	1	LS	$500,000.00	$500,000.00
				Total Softscape	**$2,640,000.00**
				Total Hwy. 6	**$3,833,000.00**
				Sub Total	**$12,239,650.00**
				15% Contingency	$1,835,947.50
				Total Construction Cost	**$14,075,597.50**

Item No.	Item	Qty.	Unit	Cost	Extension
La Marque - I-45 Corridor					
TxDOT Coordination Items					
All Intersections WITHOUT Pavers					
				La Marque 2019 Budget (FM 1764)	*$82,225.00*
				La Marque 2020 Budget (South of FM 1764 to South of Vauthier)	*$1,044,487.50*
				La Marque 2021 Budget (South of Vauthier to the Wye)	$533,600.00
	Items to be priced and installed by Txdot and their contractors.			**Total TxDOT Work**	**$1,660,312.50**

DocuSign Envelope ID: E2AB3A92-C135-419D-83C9-E456F6B67828

CSJ #	**0500-04-106**
District #	**12-Houston**
Code Chart 64 #	**23700**
Project Name	**IH 45 Aesthetic Improvements**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of La Marque**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement generally described as **reconstruction of IH 45 from north of FM 517 to south of FM 1764**; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **aesthetic improvements including landscaping and lighting** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CSJ #	**0500-04-106**
District #	**12-Houston**
Code Chart 64 #	**23700**
Project Name	**IH 45 Aesthetic Improvements**

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. Within thirty (30) days after execution of this Agreement, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CSJ #	**0500-04-106**
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Project Name	**IH 45 Aesthetic Improvements**

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

CSJ #	**0500-04-106**
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Project Name	**IH 45 Aesthetic Improvements**

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

A. This agreement may be terminated in the following manner:
   1. By mutual written agreement and consent of both parties;
   2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
   3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
City of La Marque ATTN: Executive Director, La Marque Economic Development Corporation 1111 Bayou Road La Marque, Texas 77568	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

CSJ #	**0500-04-106**
District #	**12-Houston**
Code Chart 64 #	**23700**
Project Name	**IH 45 Aesthetic Improvements**

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CSJ #	**0500-04-106**
District #	**12-Houston**
Code Chart 64 #	**23700**
Project Name	**IH 45 Aesthetic Improvements**

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
DocuSigned by: Eliza Paul DF6493334509439...	DocuSigned by: Bobby Hocking 26B9D26D7C9A4F9...
Signature	Signature
Eliza C. Paul, P.E.	Bobby Hocking
Typed or Printed Name	Typed or Printed Name
Houston District Engineer	Mayor
Typed or Printed Title	Typed or Printed Title
10/21/2020	10/19/2020
Date	Date

CSJ #	**0500-04-106**
District #	**12-Houston**
Code Chart 64 #	**23700**
Project Name	**IH 45 Aesthetic Improvements**

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government has requested the State include additional aesthetics and lighting improvements on IH 45 at FM 1764.

The proposed scope of work includes the following:

1. La Marque Logo on MSE walls.
2. 6" SCH. 40 PVC sleeves, two per location for future irrigation and electrical work.
3. SCH. 80 electrical conduit and pull boxes for future aesthetic lighting.

The Local Government will provide the design, and the State will construct the improvements. The estimated cost of these improvements is $71,602.20. The Local Government is responsible for 100% of these costs, including overruns.

After completion of the Project, the Local Government will be responsible for the maintenance of the improvements, at its own cost, in accordance with State standards.

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **The Galveston County Daily News** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(409) 683-5200**.

For TCEQ notices, If a custom affidavit is required by law, please email it to legals@galvnews.com

Notice ID: 67zz8AsnI12DnKHln00w **| Proof Updated: May. 27, 2026 at 05:08pm CDT**
Notice Name: O-2026-010 PH Second Reading

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Kandice Garrett	The Galveston County Daily
k.garrett@cityoflamarque.org	News
(409) 938-9200	

Columns Wide: 2 **Ad Class:** Legals

05/29/2026: Legal Notice Notice	160.07
Affidavit Fee	30.00
Legal Package	20.00
Admin Fee	6.50

Subtotal	$216.57
Tax %	0
Processing Fee	$0.00
Total	**$216.57**

Legal Notice
ORDINANCE NO. O-2026-010

AN ORDINANCE OF THE CITY OF LA MARQUE TEXAS AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED WATER AND SEWER RATES AND PROVIDING AN EFFECTIVE DATE.

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **11 th** day of May 2026.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON MONDAY, JUNE 8, 2026, AT 6:00 PM, IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kandice Garrett, Interim City Clerk
City of La Marque

Published: May 29, 2026

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 7.I.
Prepared by: Kierra Nance
Reviewed by:
Department: Finance

AGENDA ITEM DESCRIPTION:
Amending the City of La Marque's prescribed sewer rates **THIS IS THE SECOND AND FINAL READING** - *Finance*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

ORDINANCE NO. 2026-xxx

AN ORDINANCE OF THE CITY OF LA MARQUE TEXAS AMENDING APPENDIX A, SCHEDULE OF FEES AND CHARGES OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS BY AMENDING PRESCRIBED WATER AND SEWER RATES AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE TEXAS:

Section 1. That Appendix A, Schedule of Fees and Charges, Water and Sewer Rates, of the La Marque Code of Ordinances is hereby amended to read as follows:

APPENDIX A: SCHEDULE OF FEES AND CHARGES

Water and Sewer Rates

INSIDE CITY LIMITS: The following rates shall apply to all residential customers of the city water and sewer system:

(a) Water Rates:

Single-Family Residential - Any single-family structure designed for occupancy as a residence whether by owner or by a renter or lessee, including any single-family residence, mobile home, townhouse, or other structure generally considered to be used solely for residential purposes by not more than one family and which is separately metered.

Commercial and Industrial - Any structure designed or utilized for business purposes including office buildings, hotels, shops, retail stores, warehouses, service stations, churches, schools, recreational centers and all other premises, locations, or entities, public or private, not generally considered as Single-Family Residential or Multi-Family Residential.

Multi-Family Residential - Apartments, manufactured home rental communities, and multiple residences on one meter shall pay a minimum water and sanitary sewer charge per Unit. These minimum bill charges shall be applied at the 1" monthly minimum bill charge rates per Unit. The commodity charge for water and wastewater shall be in addition to the monthly minimum bill charge per Unit. As the existing water rate structure is tiered, water commodity charges shall be calculated by dividing the number of Units into the total water usage for the facility and then applying the water commodity rates on a per Unit basis.

Water Commodity (Consumption) Tier Rates Per Thousand Gallons					
Residential					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 2.00	$ 2.00	$ 2.00	$ 2.50	$ 2.50
1,001 - 3000 gallons	$ 4.00	$ 4.50	$ 4.50	$ 5.00	$ 5.00
3,001 - 6,000 gallons	$ 6.00	$ 6.50	$ 7.00	$ 7.00	$ 7.50
6,001 - 9,000 gallons	$ 8.00	$ 8.50	$ 8.50	$ 9.00	$ 10.00
9,001 - 12,000 gallons	$ 10.00	$ 11.00	$ 12.00	$ 14.00	$ 15.00
> 12,000 gallons	$ 15.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00
Commercial/Industrial					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 5.00	$ 5.50	$ 5.50	$ 6.00	$ 6.00
1,001 - 3000 gallons	$ 7.50	$ 8.00	$ 8.50	$ 9.00	$ 10.00
3,001 - 6,000 gallons	$ 10.00	$ 11.00	$ 12.00	$ 14.00	$ 15.00
6,001 - 9,000 gallons	$ 15.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00
9,001 - 12,000 gallons	$ 20.00	$ 21.00	$ 22.00	$ 24.00	$ 25.00
> 12,000 gallons	$ 25.00	$ 26.00	$ 27.00	$ 29.00	$ 30.00
Multi-Family					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 3.00	$ 3.50	$ 3.50	$ 4.00	$ 4.00
1,001 - 3000 gallons	$ 5.00	$ 5.50	$ 6.00	$ 7.00	$ 7.50
3,001 - 6,000 gallons	$ 7.50	$ 8.00	$ 8.50	$ 9.00	$ 10.00
6,001 - 9,000 gallons	$ 10.00	$ 11.00	$ 12.00	$ 14.00	$ 15.00
9,001 - 12,000 gallons	$ 15.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00
> 12,000 gallons	$ 20.00	$ 21.00	$ 22.00	$ 24.00	$ 25.00

Base Water Rates (Excludes Charges for Consumption)			
Meter Size	Residential	Commercial/Industrial	Multi-Family
3/4" or1"	$ 15.00	$ 25.00	$ 20.00
1 1/2"	$ 25.00	$ 40.00	$ 25.00
2"	$ 40.00	$ 60.00	$ 40.00
3"		$ 80.00	$ 75.00
4"		$ 100.00	$ 90.00
6"		$ 150.00	$ 125.00
8"		$ 200.00	$ 150.00

Senior Rates for Consumption are discounted by $1.00 per 1,000 gallons

(b) Sewer Rates:

Sewer Commodity (Consumption) Tier Rates Per Thousand Gallons					
Residential					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 2.50	$ 3.00	$ 3.00	$ 3.50	$ 3.50
1,001 - 3000 gallons	$ 5.00	$ 5.50	$ 6.00	$ 7.00	$ 7.50
3,001 - 6,000 gallons	$ 7.50	$ 8.00	$ 8.50	$ 9.00	$ 10.00
6,001 - 9,000 gallons	$ 8.75	$ 9.50	$ 9.50	$ 10.00	$ 11.00
9,001 - 12,000 gallons	$ 11.00	$ 12.00	$ 13.00	$ 15.00	$ 16.00
> 12,000 gallons	$ 16.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00
Commercial/Industrial					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 7.50	$ 8.00	$ 8.50	$ 9.00	$ 10.00
1,001 - 3000 gallons	$ 10.00	$ 11.00	$ 12.00	$ 14.00	$ 15.00
3,001 - 6,000 gallons	$ 15.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00
6,001 - 9,000 gallons	$ 16.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00
9,001 - 12,000 gallons	$ 21.00	$ 22.00	$ 23.00	$ 25.00	$ 26.00
> 12,000 gallons	$ 26.00	$ 27.00	$ 28.00	$ 30.00	$ 31.00
Multi-Family					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 4.00	$ 4.50	$ 4.50	$ 5.00	$ 5.00
1,001 - 3000 gallons	$ 7.50	$ 8.00	$ 8.50	$ 9.00	$ 10.00
3,001 - 6,000 gallons	$ 10.00	$ 11.00	$ 12.00	$ 14.00	$ 15.00
6,001 - 9,000 gallons	$ 11.00	$ 12.00	$ 13.00	$ 15.00	$ 16.00
9,001 - 12,000 gallons	$ 16.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00
> 12,000 gallons	$ 21.00	$ 22.00	$ 23.00	$ 25.00	$ 26.00

Base Sewer Rates (Excludes Charges for Consumption)			
Meter Size	Residential	Commercial/Industrial	Multi-Family
3/4" or1"	$ 20.00	$ 30.00	$ 25.00
1 1/2"	$ 30.00	$ 50.00	$ 35.00
2"	$ 50.00	$ 70.00	$ 45.00
3"		$ 100.00	$ 80.00
4"		$ 125.00	$ 100.00
6"		$ 175.00	$ 135.00
8"		$ 250.00	$ 175.00

Senior Rates for Consumption are discounted by $1.00 per 1,000 gallons

(c) OUTSIDE CITY LIMITS: One and one-half times the charge applied inside the city limits for the same water usage.

Section 2. This ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 3. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Publication and Effective Date. This Ordinance shall be effective on the first day of the utility billing period after final passage by city council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

PASSED, AND APPROVED by the City Council of the City of La Marque on First Reading this _____ day of _____**, 2026**; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____**, 2026**.

***** SIGNATURES ON NEXT PAGE *****

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF LA MARQUE, TEXAS

_____

Keith Bell, Mayor

ATTEST:

_____

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

_____

Gus Knebel, Consulting City Attorney

Exhibit A:

Combined Consumption Rates					
Residential					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 4.50	$ 5.00	$ 5.00	$ 6.00	$ 6.00
1,001 - 3000 gallons	$ 9.00	$10.00	$10.50	$12.00	$12.50
3,001 - 6,000 gallons	$13.50	$14.50	$15.50	$16.00	$17.50
6,001 - 9,000 gallons	$16.75	$18.00	$18.00	$19.00	$21.00
9,001 - 12,000 gallons	$21.00	$23.00	$25.00	$29.00	$31.00
> 12,000 gallons	$31.00	$35.00	$37.00	$39.00	$41.00
Commercial/Industrial					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$12.50	$13.50	$14.00	$15.00	$16.00
1,001 - 3000 gallons	$17.50	$19.00	$20.50	$23.00	$25.00
3,001 - 6,000 gallons	$25.00	$28.00	$30.00	$33.00	$35.00
6,001 - 9,000 gallons	$31.00	$35.00	$37.00	$39.00	$41.00
9,001 - 12,000 gallons	$41.00	$43.00	$45.00	$49.00	$51.00
> 12,000 gallons	$51.00	$53.00	$55.00	$59.00	$61.00
Multi-Family					
Tier	FY26	FY27	FY28	FY29	FY30
up to 1,000 gallons	$ 7.00	$ 8.00	$ 8.00	$ 9.00	$ 9.00
1,001 - 3000 gallons	$12.50	$13.50	$14.50	$16.00	$17.50
3,001 - 6,000 gallons	$17.50	$19.00	$20.50	$23.00	$25.00
6,001 - 9,000 gallons	$21.00	$23.00	$25.00	$29.00	$31.00
9,001 - 12,000 gallons	$31.00	$35.00	$37.00	$39.00	$41.00
> 12,000 gallons	$41.00	$43.00	$45.00	$49.00	$51.00

Total Bill (Water and Sewer)						
Residential - Non Senior						
Tier	Current	FY26	FY27	FY28	FY29	FY30
1,000 gal	$ 35.37	$ 39.50	$ 40.00	$ 40.00	$ 41.00	$ 41.00
2,000	$ 43.13	$ 48.50	$ 50.00	$ 50.50	$ 53.00	$ 53.50
3,000	$ 51.72	$ 57.50	$ 60.00	$ 61.00	$ 65.00	$ 66.00
4,000	$ 60.31	$ 71.00	$ 74.50	$ 76.50	$ 81.00	$ 83.50
5,000	$ 68.90	$ 84.50	$ 89.00	$ 92.00	$ 97.00	$ 101.00
6,000	$ 78.57	$ 98.00	$ 103.50	$ 107.50	$ 113.00	$ 118.50
7,000	$ 88.24	$ 114.75	$ 121.50	$ 125.50	$ 132.00	$ 139.50
8,000	$ 97.91	$ 131.50	$ 139.50	$ 143.50	$ 151.00	$ 160.50
9,000	$ 107.58	$ 148.25	$ 157.50	$ 161.50	$ 170.00	$ 181.50
10,000	$ 117.25	$ 169.25	$ 180.50	$ 186.50	$ 199.00	$ 212.50
11,000	$ 127.82	$ 190.25	$ 203.50	$ 211.50	$ 228.00	$ 243.50
12,000	$ 138.39	$ 211.25	$ 226.50	$ 236.50	$ 257.00	$ 274.50
13,000	$ 148.96	$ 242.25	$ 261.50	$ 273.50	$ 296.00	$ 315.50
14,000	$ 159.53	$ 273.25	$ 296.50	$ 310.50	$ 335.00	$ 356.50
Residential - Senior						
Tier	Current	FY26	FY27	FY28	FY29	FY30
1,000 gal	$ 34.37	$ 37.50	$ 38.00	$ 38.00	$ 39.00	$ 39.00
2,000	$ 42.13	$ 44.50	$ 46.00	$ 46.50	$ 49.00	$ 49.50
3,000	$ 50.72	$ 51.50	$ 54.00	$ 55.00	$ 59.00	$ 60.00
4,000	$ 59.31	$ 63.00	$ 66.50	$ 68.50	$ 73.00	$ 75.50
5,000	$ 67.90	$ 74.50	$ 79.00	$ 82.00	$ 87.00	$ 91.00
6,000	$ 77.57	$ 86.00	$ 91.50	$ 95.50	$ 101.00	$ 106.50
7,000	$ 87.24	$ 100.75	$ 107.50	$ 111.50	$ 118.00	$ 125.50
8,000	$ 96.91	$ 115.50	$ 123.50	$ 127.50	$ 135.00	$ 144.50
9,000	$ 106.58	$ 130.25	$ 139.50	$ 143.50	$ 152.00	$ 163.50
10,000	$ 116.25	$ 149.25	$ 160.50	$ 166.50	$ 179.00	$ 192.50
11,000	$ 126.82	$ 168.25	$ 181.50	$ 189.50	$ 206.00	$ 221.50
12,000	$ 137.39	$ 187.25	$ 202.50	$ 212.50	$ 233.00	$ 250.50
13,000	$ 147.96	$ 216.25	$ 235.50	$ 247.50	$ 270.00	$ 289.50
14,000	$ 158.53	$ 245.25	$ 268.50	$ 282.50	$ 307.00	$ 328.50

Combined Senior Discoun	
Tier	Total Discount
1,000 gal	$ 2.00
2,000	$ 4.00
3,000	$ 6.00
4,000	$ 8.00
5,000	$ 10.00
6,000	$ 12.00
7,000	$ 14.00
8,000	$ 16.00
9,000	$ 18.00
10,000	$ 20.00
11,000	$ 22.00
12,000	$ 24.00
13,000	$ 26.00
14,000	$ 28.00

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.I.
Prepared by: Kandice Garrett
Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Granting a pipeline permit under Chapter 50 of the City of La Marque Code of Ordinances to Markwest Energy West Texas Gas Company, LLC for the installation of a 16-inch ethane pipeline within the corporate limits of the city; making various findings; and providing for an effective date **THIS IS THE FIRST READING** - *Development Services*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

ORDINANCE NO. O-2026-00[ ]

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, GRANTING A PIPELINE PERMIT UNDER CHAPTER 50 OF THE CITY OF LA MARQUE CODE OF ORDINANCES TO MARKWEST ENERGY WEST TEXAS GAS COMPANY, L.L.C. FOR THE INSTALLATION OF A 16-INCH ETHANE PIPELINE WITHIN THE CORPORATE LIMITS OF THE CITY; MAKING VARIOUS FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 50 of the City of La Marque Code of Ordinances (the "Code") requires any person seeking to construct, reconstruct, alter, repair, extend, or lay a pipeline within the corporate limits of the City of La Marque, Texas (the "City") to obtain a permit from the City Council; and

WHEREAS, MarkWest Energy West Texas Gas Company, L.L.C. (the "Applicant") has submitted a written application to the City Clerk for a permit to install, own, operate, and maintain a sixteen-inch (16″) outside-diameter ethane pipeline known as the "16-inch TCNC-La Marque Pipeline Project" (the "Pipeline") within the corporate limits of the City; and

WHEREAS, the application is facially complete; and

WHEREAS, the application, including the route, alignment, plans, profile drawings, and specifications for the Pipeline, is attached hereto as Exhibit A and incorporated herein by reference for all purposes; and

WHEREAS, the Pipeline will be installed by horizontal directional drilling and open-trench methods, with a minimum six (6) feet of cover, and will be designed, constructed, and operated in accordance with 49 C.F.R. Part 195, the rules of the Texas Railroad Commission, and all other applicable federal, state, and local laws and regulations; and

WHEREAS, Applicant has agreed to indemnify and hold the City harmless from any and all claims and causes of action that might be asserted against the City, including all costs incident thereto, in connection with any work performed under or by reason of the issuance of the permit; and

WHEREAS, Applicant has provided a Certificate of Liability Insurance naming the City as certificate holder evidencing public liability insurance; and

WHEREAS, the City Council of the City of La Marque, Texas finds that the issuance of the pipeline permit, on the terms and conditions set forth in the application, Chapter 50 of the Code, and this Ordinance, serves a public purpose and is in the best interest of the City and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. Findings. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Approval of Permit. Pursuant to Section 50-7 of the Code, the City Council hereby approves Applicant's application for a pipeline permit under Chapter 50 of the Code and directs the City Clerk to issue the pipeline permit to MarkWest Energy West Texas Gas Company, L.L.C. for the installation, operation, and maintenance of the 16-inch TCNC-La Marque Pipeline Project within the corporate limits of the City, upon Applicant's (i) payment of the permit fee established under Section 50-3 of the Code in the amount of $82,419.37, and (ii) posting of the performance bond required under Section 50-4 of the Code.

Section 3. Permit Conditions. The pipeline permit shall be subject to all requirements of Chapter 50 of the Code and to the following conditions:

(a) Plans and Specifications. All work shall be performed in strict conformance with the plans and specifications filed with the application, including the plan and profile drawings attached as Exhibit A and in accordance with the Conditional Letter of No Objection from Adico, LLC. Upon completion of the work, Applicant shall provide the City with a detailed set of as-built plans and specifications showing the Pipeline as installed and showing any water, sewer, and other utility lines and other pipelines crossing the Pipeline as located and determined during construction.

(b) Performance Bond. Prior to commencing work, Applicant shall provide a performance bond in an amount determined by the Director of Public Works that is commensurate with the potential damage that may occur by reason of the Pipeline, executed by a good and sufficient corporate surety licensed to do business in the State of Texas, guaranteeing performance of all the terms and conditions of the permit and of Chapter 50 of the Code. The bond requirement is not waived.

(c) Indemnification. The permit shall contain, and Applicant shall be deemed to have agreed to, an indemnification provision in accordance with Section 50-5 of the Code under which Applicant shall indemnify and hold the City harmless from any and all claims and causes of action that might be asserted against the City, including all costs incident thereto, in connection with any work performed under or by reason of the issuance of the permit.

(d) Insurance. Applicant shall maintain, throughout the period of construction and operation of the Pipeline, public liability insurance in amounts that meet or exceed those required by Section 50-6 of the Code from a good and solvent insurer licensed to do business in the State of Texas, and shall furnish the City with current certificates of insurance evidencing such coverage naming the City as certificate holder.

(e) Inspection and Notice. Applicant shall permit all reasonable inspections and tests of the Pipeline to be conducted by an inspector approved by both Applicant and the Director

of Public Works, and shall pay all reasonable costs in connection with such inspection, testing, or approval. Prior to the commencement of excavation work, Applicant shall notify all public utilities and owners of other pipelines whose lines are to be crossed or whose lines are located within twenty-five (25) feet of the Pipeline as proposed to be installed.

(f) General Requirements. All work shall, in accordance with Section 50-11 of the Code, (i) be completed as expeditiously as possible; (ii) be safely shored; (iii) be guarded, if reasonably necessary, with a guard or barrier both day and night to protect the traveling public from injury to person or damage to property; (iv) be conducted in a manner that returns the soil surface and soil covering to a condition equal to or better than that prior to excavation; (v) not interrupt public services such as sewer, water, electric, gas, or telephone; and (vi) not unduly inhibit or interrupt traffic on the streets and public ways.

(g) Compliance with Law. Applicant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including 49 C.F.R. Part 195 (Subparts A through G), the rules of the Texas Railroad Commission, and the City's Code of Ordinances and Design Criteria Manual, as the same may be modified by the City Engineer in writing.

Section 4. Revocation. The permit issued under this Ordinance may be revoked by the City Council in the event of any violation of any applicable provision of the Code, state law, or City ordinance, rule, or regulation by Applicant, its agents, employees, or assignees.

Section 5. Authorization. The City Manager, the Director of Public Works, the City Engineer, the City Clerk, and their respective designees are authorized to take all actions reasonably necessary to carry out the intent of this Ordinance, including the issuance of the pipeline permit upon Applicant's satisfaction of the conditions set forth herein and in Chapter 50 of the Code.

Section 6. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. Publication and Effective Date. This Ordinance shall be effective immediately after final passage by the City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this Ordinance or a caption that summarizes the purpose of this Ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on First Reading this _____ day of _____, 2026; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this _____ day of _____, 2026.

CITY OF LA MARQUE, TEXAS

_____
Keith Bell, Mayor

ATTEST:

_____
Kandice Garrett, TRMC, Interim City Clerk

APPROVED AS TO FORM:

_____
Gus Knebel, Consulting City Attorney

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026 Agenda item:
Prepared by: Reviewed by:
Department: Development Services

AGENDA ITEM DESCRIPTION: Discussion / possible action regarding a request from MarkWest Energy West Texas Gas Company LLC, operated by Marathon Pipe Line LLC for installation of 16" pipeline called "16-inch TCNC-La Marque Pipeline Project" within La Marque city limits.

[X]

ATTACHMENTS FOR REFERENCE

1. **Application**
2. **Conditional Letter of No Objection from Adico, LLC**

STAFF BRIEFING:

HISTORY:

TARGET IMPLEMENTATION:

SIGNIFICANT ACTION DATES: N/A

ACTION:

- ☒ Ordinance
- ☐ Resolution
- ☐ Special Presentation
- ☐ Proclamation
- ☐ Finance Report
- ☐ Public Hearing
- ☐ Other – Preliminary Plat
- ☐ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	**none**
Acct. Name(s)	
Line Items #	
Other Funding	none

STAFF'S RECOMMENDATION: Approve per Conditional Letter of No Objection from Adico, LLC.

FISCAL IMPACT: N/A

CITY OF LA MARQUE

"Gateway to the Gulf"

1130 1st St., La Marque, TX 77568
409-938-9219 Permits@CityOfLaMarque.Org

712-25-003-019
PL2026-001

PLAN REVIEW APPLICATION

APPLICATION DATE: 1/7/26 **SUBMITTAL NO.:** ☑ 1ST ☐ 2ND ☐ 3RD ☐ 4TH ☐ OTHER

PROJECT NAME: TCNC-La Marque Marathon Project Alliance Interconnecting Pipelines

PROJECT ADDRESS: Galveston County, La Marque, TX **KEY MAP PAGE:** 737

PROJECT SIZE: 897.6 feet **NO. OF PAGES SUBMITTED:**

CLASS OF WORK: ☑ NEW ☐ ADDITION ☐ RECONSTRUCTION ☐ WATER ☐ SEWER ☐ PAVING ☐ STORM ☐ OTHER

DESCRIPTION OF WORK: Installation of a 16 inch, ethane gas pipeline on undeveloped land owned by and in the City of La Marque located on the west side of State Highway 3 at Lat 29°21'11.18"N, Long 94°56'51.36"W.

APPLICANT NAME: ADDRESS/ PHONE/ EMAIL/ CONTACT: Hannah Jackson, 832-414-3326, hannah.jackson@suncoastland.com
Suncoast Land Services: 7070 Knights Court, Suite 1603, Missouri City, TX 77459

ENGINEERING FIRM NAME/ CONTACT/ PHONE/ EMAIL: Joe Kraimer; 949-217-8796; jkraimer@marathonpetroleum.com
Omar Estrada - PM (714)-227-7020 Bob Rebholz - PM (714)-719-2165; brebholz@specservices.com oestrada@specservices.com

OWNER NAME/ CONTACT/ PHONE/ ADDRESS/ EMAIL: MarkWest Energy West Texas Gas Company, L.L.C., operated by Marathon Pipe Line LLC
539 S. Main Street Findlay, OH 45840 Austin Guyer, 317-473-7441

VALUATION OF WORK [CONSTRUCTION COST ESTIMATE-SIGNED AND SEALED BY ENGINEER]: $200,882.88 (Pipeline)/$3,595,968.50 (station)

(Note: The estimated construction cost is used to determine the plan review fee. Please submit a detailed engineer's cost estimate along with the plans for review. Plans will not be reviewed without a cost estimate. Construction cost estimates must be categorized by the type of work, i.e. Water, Sanitary, Storm, Paving, SWPPP, landscaping, vertical improvements, etc. Construction cost estimates must show quantities, unit price and total price. Upon completion of bids and selection of general contractors, submit the winning bids to the City Engineer. If there is a 10% or more difference between the estimated construction cost and the actual construction cost, fees will be retroactively adjusted.).

CIVIL ENGINEERING PLAN REVIEW FEE: Civil Plan Review Fee $500.00 plus 1% of Total Project Cost (Please refer to Ordinance No O-2022-0009)

TOTAL CIVIL ENGINEERING REVIEW FEE: $10,000 pipeline application fee plus 2% of project cost

SUBMITTAL REQUIREMENTS: DELIVER TO THE CITY OF LA MARQUE *Valuation: $3,595,968.50@2%= $72,419.37*

- ☐ PLAN REVIEW APPLICATION
- ☐ ONE THUMB DRIVE - HARD COPIES OF CONSTRUCTION PLAN SET (1st submittal only)
- ☐ CONSTRUCTION COST ESTIMATE (SIGNED AND SEALED)
- ☑ DIGITAL COPIES OF ENTiRE APPLICATION INCLUDING: APPLICATION, CONSTRUCTION PLANS IN PDF FORMAT, PLAT(IF AVAILABLE), CONSTRUCTION COST ESTIMATES, EMAIL TO CITY STAFF.

RESUBMITTAL REQUIREMENTS: EMAIL TO CITY STAFF, NO HARD COPIES REQUIRED.

- ☐ PLAN REVIEW APPLICATION
- ☐ WRITTEN RESPONSE TO ENGINEER'S COMMENTS
- ☐ REVISED PLANS

APPLICANT SIGNATURE AND DATE: Hannah Jackson

APPLICATION RECEIVED BY: _____ **DATE RECEIVED:** _____ **PAYMENT RECEIVED:** _____

- *Engineer's review will not begin until submittal package is complete and plan review fee has been paid.*
- *Please allow 15 business days for first reviews and 10 days for each re-submittal.*
- *There is an additional $350.00 review fee for every re-submittal after the 2nd review. (Please refer to Ordinance No. O-2022-0009 Schedule of Fees)*
- *Plans submittals are valid for one year from the date of the initial submission. After one year, applicant must submit as a first submittal and pay review fees again.*
- *Approvals are valid for one year. After one year (from date of approval), applicant must submit again as a first submittal and pay review fees again.*
- *This application is for Plan Review ONLY and is not a building permit. Building permits are obtained with a separate application and fee.*

Email Submission: Permits@CityOfLaMarque.org

Marathon Pipe Line LLC

As represented by:
SunCoast Land Services, Inc.
7070 Knights Ct., Ste. 1603
Missouri City, TX 77459
832.506.4780

January 7, 2026

Megan Judson
Permit Technician
City of La Marque
1130 1st Street
La Marque, Texas 77568
(409) 938-9252

RE: Pipeline Permit Application – MarkWest Energy West Texas Gas Company, L.L.C., operated by Marathon Pipe Line LLC – Installation of 16" Pipeline within La Marque City Limits

Dear Ms. Judson,

MarkWest Energy West Texas Gas Company, L.L.C., operated by Marathon Pipe Line LLC, located at 539 S. Main Street, Findlay, OH 45840, respectfully submits this application for a pipeline permit.

The proposed pipeline will be transporting ethane gas, traversing under undeveloped land owned by and in the City of La Marque located on the west side of State Highway 3. The pipeline will be installed with a minimum six (6) foot depth of cover. Enclosed are detailed plan and profile drawings prepared in accordance with the City of La Marque's Code of Ordinances.

Mainline valve(s) will be in compliance with applicable safety regulations. The 16" OD carbon steel HFW pipeline will have a wall thickness of 0.5" with 14-16 mils fusion-bonded epoxy and 35-40 mils ARO coating for HDD/bore methods of installation, and a wall thickness of 0.5" with 14-16 mil fusion-bonded epoxy for open-ditch methods of installation. The pipe will be manufactured to API 5L PSL 2, have a minimum yield strength of 42,000 psi, will be hydrostatically tested to operate as an ANSI 150 class system and will be designed, constructed and operated per CFR 195 Subpart A-G.

Safety is our top priority. All aspects of the pipeline's design, construction, and operation will employ proven technology and be subject to routine inspections and monitoring. The pipeline will be regulated as an intrastate pipeline by the Texas Railroad Commission. All design, materials, and construction will meet or exceed the applicable standards and regulations

MarkWest Energy West Texas Gas Company, L.L.C., operated by Marathon Pipe Line LLC shall indemnify and hold the City harmless from any and all claims and causes of action arising from the use of the area or from operations conducted thereon by Marathon Pipe Line LLC or its employees or agents except for those claims and causes of action caused by the negligence of the City or its employees or agents.

Construction is anticipated to commence in the second quarter of 2026.

Enclosed is the complete pipeline application, insurance certificate and relevant drawings. The $10,000 application fee, plus 2% of project is to be paid upon receiving an invoice.

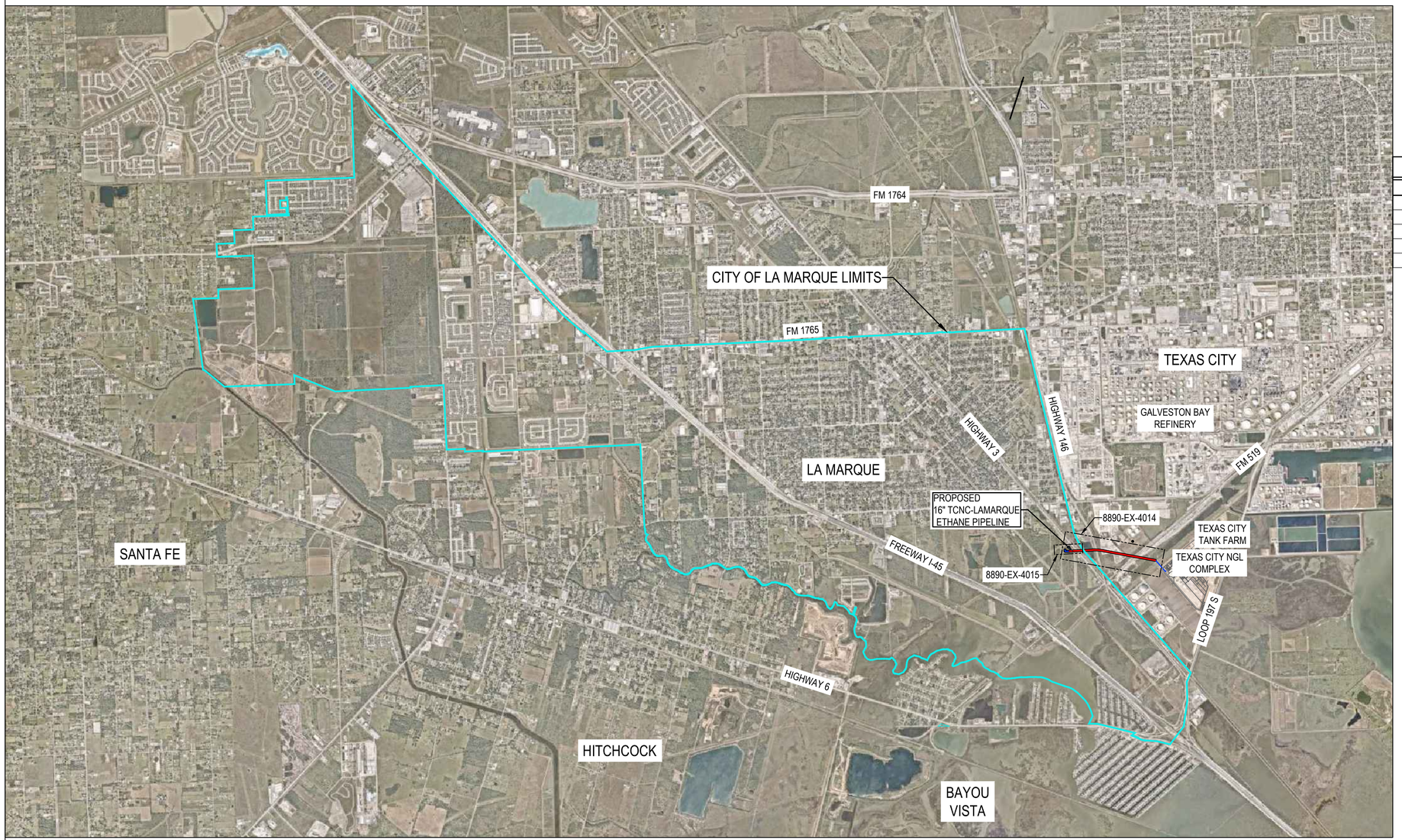
Should you require any additional information, please do not hesitate to contact me at (832) 414-3326. Thank you for your time and consideration.

Sincerely,
Hannah L. Jackson
Representing Marathon Pipe Line LLC
SunCoast Land Services, Inc.
(832) 414-3326
Hannah.Jackson@SunCoastLand.com

16" TCNC-LA MARQUE PIPELINE PROJECT

(MP 0.72 TO M.P. 0.89)

GALVESTON COUNTY, TEXAS



DRAWING LIST

DWG. NO.	DESCRIPTION
8890-EX-4011	VICINITY MAP & DRAWING LIST
8890-EX-4012	WORKSPACE PLAN
8890-EX-4013	GENERAL NOTES
8890-EX-4014	ALIGNMENT SHEET
8890-EX-4015	ALIGNMENT SHEET

LEGEND:

- PROPOSED 16" HDD PIPELINE
- PROPOSED 16" OPEN TRENCH PIPELINE
- CITY OF LA MARQUE LIMITS

CITY OF LA MARQUE, TEXAS

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF LA MARQUE.

DINH V. HO, P.E., CITY ENGINEER — DATE

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

STATE OF TEXAS · ROBERT F. RANDIG · 88110 · LICENSED · PROFESSIONAL ENGINEER

Exp 12-31-25

DRAWING PHASE
ISSUED FOR PERMIT
DECEMBER 3, 2025

REV	DATE	MOC #	PROJECT ID#	REVISION DESCRIPTION	DESIGNER	APPROVER
A	11-21-2025	-	224057	ISSUED FOR PERMIT	CR	OE
B	12-01-2025	-	224057	ISSUED FOR PERMIT	JB	OE
C	12-03-2025	-	224057	ISSUED FOR PERMIT	JB	OE

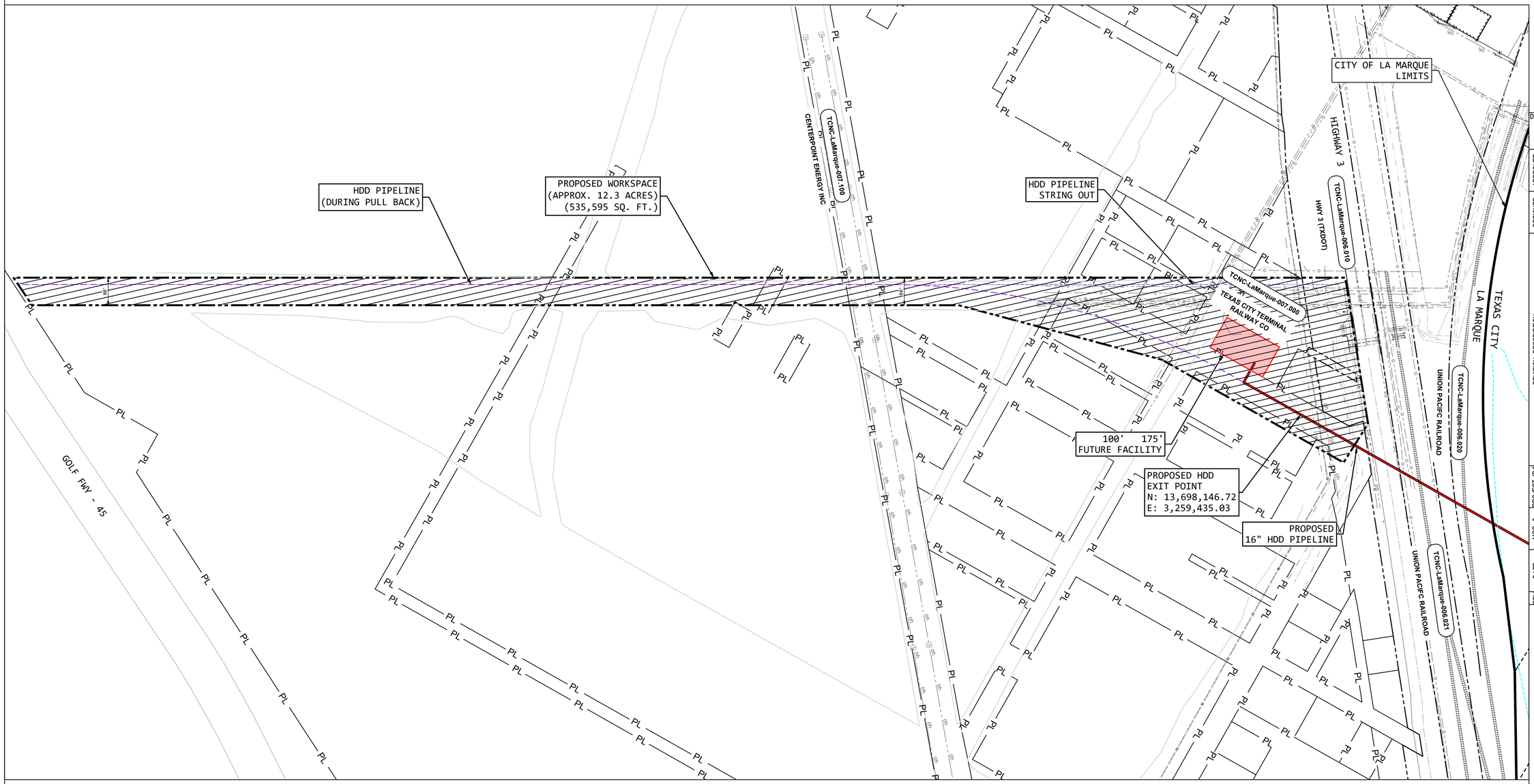
THIS DRAWING IS THE PROPERTY OF MARATHON PETROLEUM COMPANY LP AND IS NOT TO BE USED OR REPLACED WITHOUT EXPRESSED WRITTEN CONSENT OF MARATHON PETROLEUM COMPANY LP.

TEXAS CITY NGL COMPLEX-GALVESTON BAY REFINERY
TEXAS CITY, TEXAS

MARATHON PIPE LINE LLC (MPL)
PROPOSED 16" TCNC-LaMarque
VICINITY MAP & DRAWING LIST
LA MARQUE, TEXAS

Marathon Pipe Line LLC

SCALE	1"=600'
DATE	12-03-2025
DGNR.	JB
APRVR.	OE
PROJ. ID	224057
DISC. DRAWNG NO.	8890-EX-4011



PLAN
1" = 150'

LEGEND:

- PROPOSED 16" TCNC-L M PIPELINE
- CITY OF LA MARQUE LIMITS
- TEMPORARY HDD WORKSPACE
- PL — PROPERTY LINE
- FUTURE FACILTY
- HDD PIPELINE (DURING PULL BACK)
- HDD PIPELINE (STRING OUT)

PROPOSED WEST HDD PIPELINE DRILL STRING WORK AREA

1"=150' 150' 0' 150' 300'

STATE OF TEXAS
ROBERT F. RANDIG
88110
LICENSED
PROFESSIONAL ENGINEER
Exp 12.31.25

CITY OF LA MARQUE, TEXAS

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF LA MARQUE.

DINH V. HO, P.E., CITY ENGINEER — DATE

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

DRAWING PHASE
ISSUED FOR PERMIT
DECEMBER 3, 2025

REV	DATE	REVISION DESCRIPTION	DESIGNER	APPROVER	MOC #	PROJECT ID#
A	11-21-2025	ISSUED FOR PERMIT	JB	OE	-	224057
B	12-01-2025	ISSUED FOR PERMIT	JB	OE	-	224057
C	12-03-2025	ISSUED FOR PERMIT	JB	OE	0	224057

THIS DRAWING IS THE PROPERTY OF MARATHON PETROLEUM COMPANY LP AND IS NOT TO BE USED OR REPLACED WITHOUT EXPRESSED WRITTEN CONSENT OF MARATHON PETROLEUM COMPANY LP.

TEXAS CITY NGL COMPLEX-GALVESTON BAY REFINERY
TEXAS CITY, TEXAS

MARATHON PIPE LINE LLC (MPL)
PROPOSED 16" TCNC-LaMarque WORKSPACE PLAN
LA MARQUE, TEXAS

Marathon Pipe Line LLC

SCALE	1"=150'
DATE	12-02-2025
DGNR.	JB
APRVR.	OE
PROJ. ID	224057
DISC. DRAWING NO.	8890-EX-4012

16" TCNC-LA MARQUE PIPELINE PROJECT

(MP 0.72 TO MP 0.89)

GALVESTON COUNTY, TEXAS

GENERAL NOTES

1. ALL HORIZONTAL AND VERTICAL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE SPECIFIED. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS.
2. ALL BEARINGS AND DISTANCES HEREIN ARE GRID BASED UPON STATE PLANE TEXAS CO-ORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83) IN U.S. SURVEY FEET. ALL ELEVATIONS HEREIN ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) IN U.S. SURVEY FEET.
3. CONTRACTOR SHALL FURNISH ALL MATERIALS NOT PROVIDED BY THE COMPANY (UNLESS OTHERWISE NOTED ON DRAWINGS OR SPECIFICATIONS) INCLUDING EQUIPMENT TRANSPORTATION, SERVICES AND PERFORM ALL NECESSARY WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREINAFTER.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL DIMENSIONS GIVEN ON THE DRAWINGS. ANY ITEM IN QUESTION SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO PROCEEDING WITH THE WORK.
5. UPON BACKFILLING IN AREAS OF ROCK, BURIED PIPE SHALL HAVE 6" OF SAND PAD FILL PLACED AROUND THE PIPE'S CIRCUMFERENCE.
6. CONTRACTOR SHALL DEWATER ALL HYDROSTATICALLY TESTED PIPING, USING CLEANING PIGS AS REQUIRED.

CONSTRUCTION NOTES

1. EXISTING OVERHEAD AND BELOWGROUND FACILITIES MAY BE IN THE WORK AREA VICINITY. CONTRACTOR IS RESPONSIBLE FOR HAVING SUCH FACILITIES LOCATED AND IS RESPONSIBLE FOR MAINTENANCE AND PRESERVATION OF THESE FACILITIES.
2. CONTRACTOR IS REQUIRED TO CALL 811 ONE CALL SYSTEM A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF WORK. NO EXTRA COMPENSATION WILL BE ALLOWED FOR DELAYS FROM ANY WORK PROVIDED BY OTHER UTILITIES. THE CONTRACTOR SHALL VERIFY SIZES, DIMENSIONS, LOCATIONS AND ELEVATIONS OF EXISTING FOREIGN PIPELINES AND UTILITIES PRIOR TO CONSTRUCTION.
3. IF EXISTING UTILITIES OF ANY TYPE ARE ENCOUNTERED IN THE FIELD AND DEEMED TO BE IN CONFLICT WITH INSTALLATION OF FACILITIES, CONTRACTOR SHALL NOTIFY THE MARATHON PROJECT MANAGER IMMEDIATELY SO THE CONFLICT MAY BE RESOLVED.
4. WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR PRIVATE DRAINS OR SEWERS. RESTORATION OF THESE FACILITIES IS TO BE PERFORMED ONCE CONSTRUCTION IS COMPLETE AND ARE CONSIDERED INCIDENTAL COSTS OF THE PROJECT.
5. ALL DRAWING MEASUREMENTS ARE TO BE TAKEN FROM EXISTING GRADE. FINAL GRADE SHALL BE MATCHED TO SURROUNDING GRADE AS PER PERTINENT MARATHON DESIGN AND CONSTRUCTION STANDARDS.
6. CONTRACTOR IS TO REMAIN WITHIN CONSTRUCTION WORKING LIMITS. ACCESS TO AREAS OUTSIDE OF WORKING LIMITS MUST BE COORDINATED WITH THE OWNER OR MARATHON PROJECT MANAGER.
7. ALL TRENCH ELEVATIONS SHALL BE IN ACCORDANCE WITH U.S. DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS. CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH SAFETY.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY, INSTALL AND MAINTAIN EROSION CONTROL STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
9. ALL CONSTRUCTION WORKERS AND EQUIPMENT MUST ACCESS THE SITE USING ONLY THE ALLOWED CONSTRUCTION RIGHT-OF-WAY FROM PUBLIC OR APPROVED ACCESS ROAD.
10. DURING CONSTRUCTION, ALL LOOSE MATERIAL THAT ARE DEPOSITED IN THE FLOW LINE GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, SHALL BE REMOVED AT THE END OF EACH WORK DAY.
11. CONTRACTOR IS REQUIRED TO MAINTAIN A SET OF ISSUED FOR CONSTRUCTION DRAWINGS AND ALL PERMITS AT THE JOB SITE. ANY MODIFICATIONS OR ALTERATIONS TO THE PLANS OR SPECIFICATIONS SHALL BE APPROVED BY THE MARATHON PROJECT MANAGER.
12. CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS/HER WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION METHODS AND TECHNIQUES, SEQUENCES, TIME OF PERFORMANCE, AND ALL SAFETY PRECAUTIONS.
13. MINIMUM DEPTH OF BURIAL SHALL BE PER PERTINENT MARATHON DESIGN AND CONSTRUCTION STANDARDS.
14. ALL PIPELINES BEING CROSSED ARE TO BE PROTECTED WITH A MINIMUM OF (3) 4 FEET X 18 FEET WOODEN MATS.
15. PER PERTINENT MARATHON DESIGN AND CONSTRUCTION STANDARDS, FOR OPEN DITCH EXCAVATION, A MINIMUM OF TWO FEET OF SEPARATION SHALL BE MAINTAINED BETWEEN ALL CROSSING STRUCTURES. SEPARATION BETWEEN CROSSING STRUCTURES AND PIPELINES THAT ARE INSTALLED VIA DIRECTIONAL DRILLING METHODS IS AT THE DISCRETION OF ENGINEERING.
16. THE CONSTRUCTION SITE SHALL BE PROPERLY CLEANED UP. ALL DEBRIS SHALL BE REMOVED AND THE SITE SHALL BE RESTORED TO THE PROPERTY OWNERS SATISFACTION.
17. CONTRACTOR SHALL INSTALL GEOTEXTILE WEIGHTS FOR BUOYANCY CONTROL AS INSTRUCTED BY THE MARATHON FIELD REPRESENTATIVE AND SPACED BASED ON THE ACTUAL FIELD CONDITIONS AT THAT TIME.
18. ALL ROADS/ RAILROADS, HIGHWAYS, WATER BODIES AND WETLAND CROSSINGS SHALL BE CONSTRUCTED FOLLOWING ALL PERMITS AND DRAWINGS OF THE PROJECT. CONTRACTORS SHALL VALIDATE ANY ADDITIONAL REQUIREMENTS.
19. IF A CONFLICT OCCURS BETWEEN DRAWINGS, MARATHON SPECIFICATION, STANDARDS OR CODE, THE MORE STRINGENT WILL APPLY. ANY DEVIATIONS WILL NEED TO BE APPROVED IN WRITING BY MARATHON REPRESENTATION PRIOR TO THIS SAID DEVIATION OCCURRING.
20. ADDITIONAL TEMPORARY WORKSPACE AREAS THAT ARE DEEMED NECESSARY BUT NOT SHOWN ON THE CONSTRUCTION DRAWINGS WILL BE FIELD DETERMINED AND MAY BE GRANTED THROUGH THE MARATHON LAND AGENT.

SOIL EROSION AND SEDIMENT CONTROL NOTES

1. IT IS THE CONTRACTOR RESPONSIBILITY TO SUPPLY, INSTALL AND MAINTAIN EROSION CONTROL STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENT.
2. CARE SHALL BE TAKEN TO MINIMIZE DOWNSTREAM SILTATION. RAW BANKS MAY BE SEEDED AND MULCHED TO PREVENT EROSION.
3. ALL SPOILS INCLUDING ORGANIC SOILS, VEGETATION AND DEBRIS SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF IN SUCH A MANNER AS TO NOT ERODE INTO ANY BODY OF WATER OR WETLAND.
4. SILT FENCING SHALL BE PLACED WHERE NECESSARY TO PREVENT SEDIMENT FROM LEAVING THE WORK AREA.
5. CATCH ALL INLET FILTERS ARE REQUIRED AT ALL SEWER INLETS, GRATES AND MANHOLES FOR SEDIMENT CONTROL.
6. WETLAND AREAS SHALL HAVE SILT FENCING AND ONE LAYER OF STRAW LOG INSTALLED NO CLOSER THAN 50 FEET FROM POINT OF WETLAND DELINEATION.
7. TOPSOIL STOCKPILES SHALL BE LOCATED TO AVOID EROSION OF SAID STOCKPILE ONTO OFFSITE AREAS.
8. ALL ENVIRONMENTAL MEASURES SHALL BE PER PERTINENT MARATHON DESIGN AND CONSTRUCTION STANDARDS.

STATE OF TEXAS
ROBERT F. RANDIG
88110
LICENSED
PROFESSIONAL ENGINEER
Exp 12-31-25

CITY OF LA MARQUE, TEXAS

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF LA MARQUE.

DINH V. HO, P.E., CITY ENGINEER — DATE

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

DRAWING PHASE
ISSUED FOR PERMIT
DECEMBER 3, 2025

REV	DATE	MOC #	PROJECT ID#	REVISION DESCRIPTION	DESIGNER	APPROVER
A	12-01-2025	-	224057	ISSUED FOR PERMIT	JB	OE
B	12-03-2025	-	224057	ISSUED FOR PERMIT	JB	OE

THIS DRAWING IS THE PROPERTY OF MARATHON PETROLEUM COMPANY LP AND IS NOT TO BE USED OR REPLACED WITHOUT EXPRESSED WRITTEN CONSENT OF MARATHON PETROLEUM COMPANY LP.

TEXAS CITY NGL COMPLEX-GALVESTON BAY REFINERY

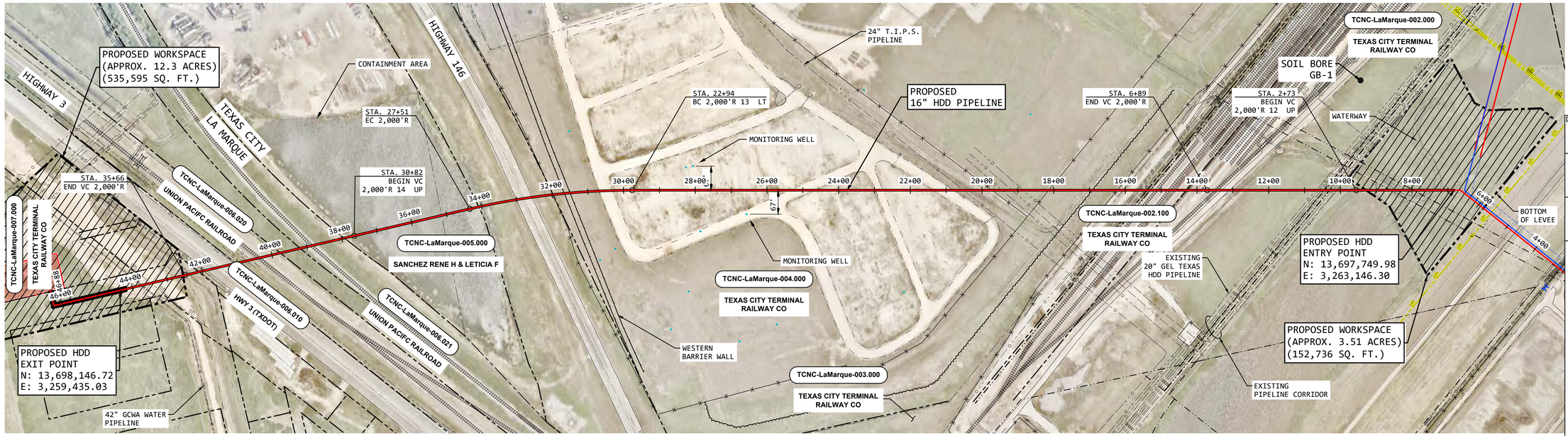
TEXAS CITY, TEXAS

MARATHON PIPE LINE LLC (MPL)
PROPOSED 16" TCNC-LaMarque
GENERAL NOTES
LA MARQUE, TEXAS

Marathon Pipe Line LLC

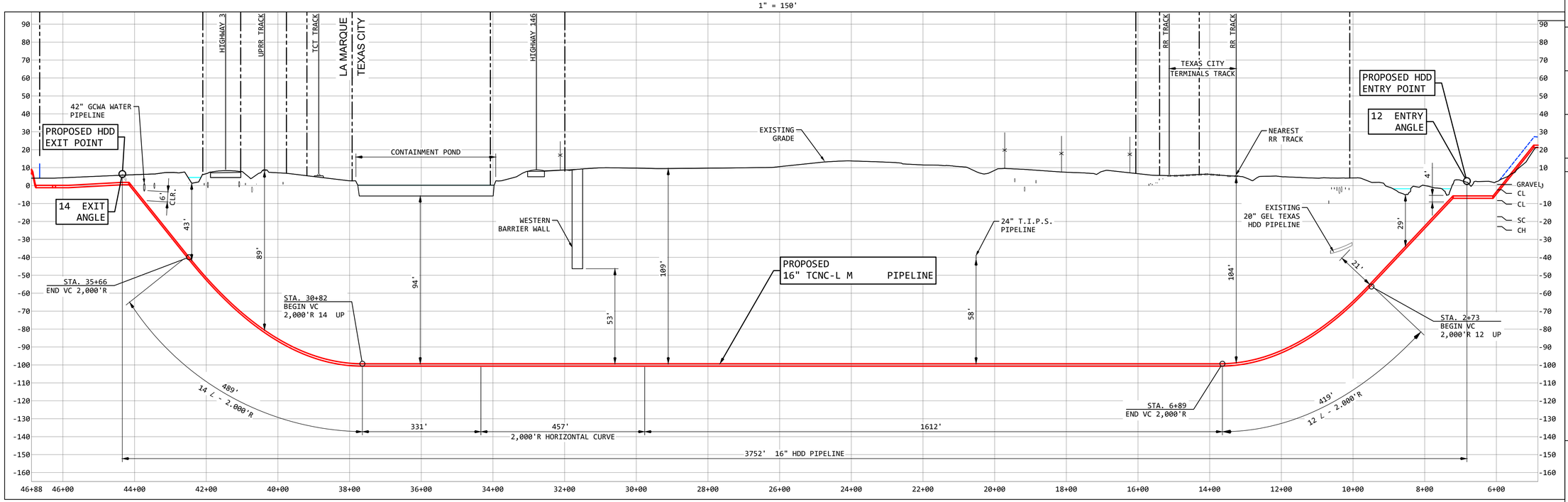
SCALE	NONE
DATE	12-03-2025
DGNR.	JB
APRVR.	OE
PROJ. ID	224057

DISC. DRAWING NO.
8890-EX-4013



PLAN

1" = 150'



PROFILE

HORIZ. 1" = 150'
VERT. 1" = 30'

LEGEND:

- HDD PIPELINES
- HDD WORKSPACES
- OPEN TRENCH PIPELINES

1"=150' 150' 0' 150' 300'

1"=30' 30' 0' 30' 60'

STATE OF TEXAS
ROBERT F. RANDIG
88110
LICENSED
PROFESSIONAL ENGINEER
Exp 12.31.25

CITY OF LA MARQUE, TEXAS

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DINH V. HO, P.E., CITY ENGINEER — DATE

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

DRAWING PHASE
ISSUED FOR PERMIT
DECEMBER 3, 2025

REV	DATE	MOC #	PROJECT ID#	REVISION DESCRIPTION	DESIGNER	APPROVER
A	11-21-2025	-	224057	ISSUED FOR PERMIT	JB	OE
B	12-01-2025	-	224057	ISSUED FOR PERMIT	JB	OE
C	12-03-2025	-	224057	ISSUED FOR PERMIT	JB	OE

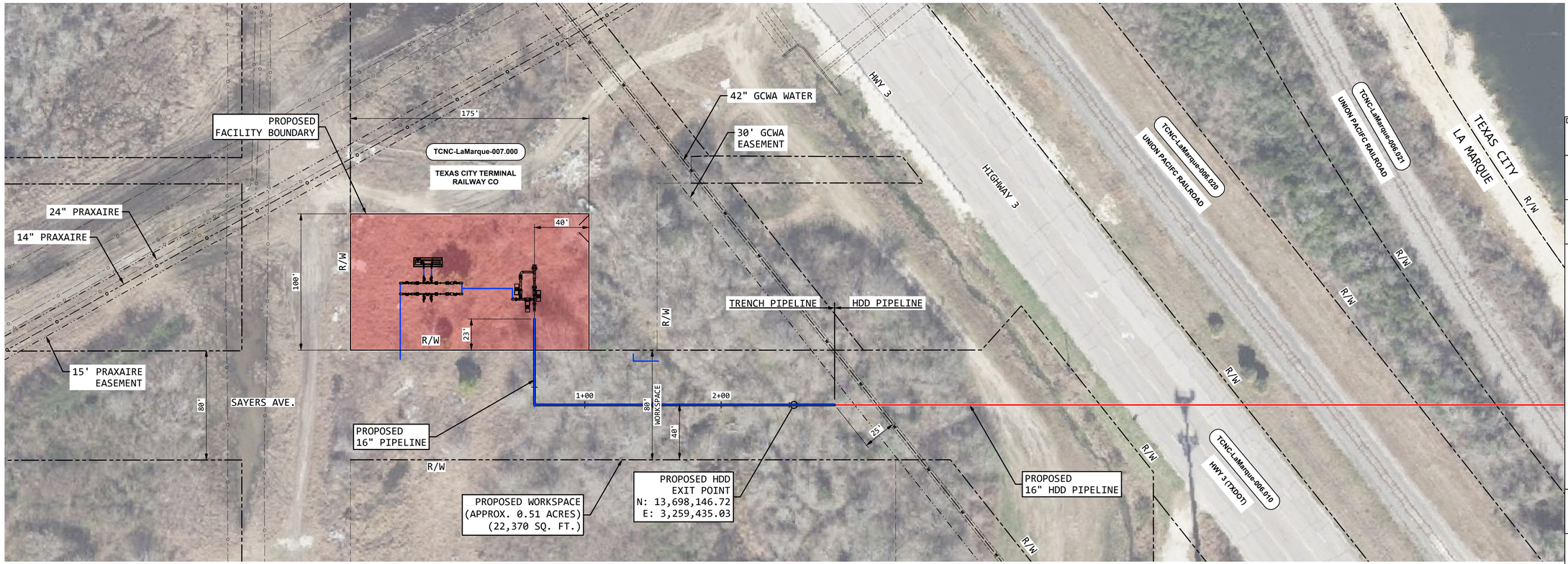
THIS DRAWING IS THE PROPERTY OF MARATHON PETROLEUM COMPANY LP AND IS NOT TO BE USED OR REPLICATED WITHOUT EXPRESSED WRITTEN CONSENT OF MARATHON PETROLEUM COMPANY LP.

TEXAS CITY NGL COMPLEX-GALVESTON BAY REFINERY
TEXAS CITY, TEXAS

MARATHON PIPE LINE LLC (MPL)
PROPOSED 16" TCNC-LaMarque
ALIGNMENT SHEET
LA MARQUE, TEXAS

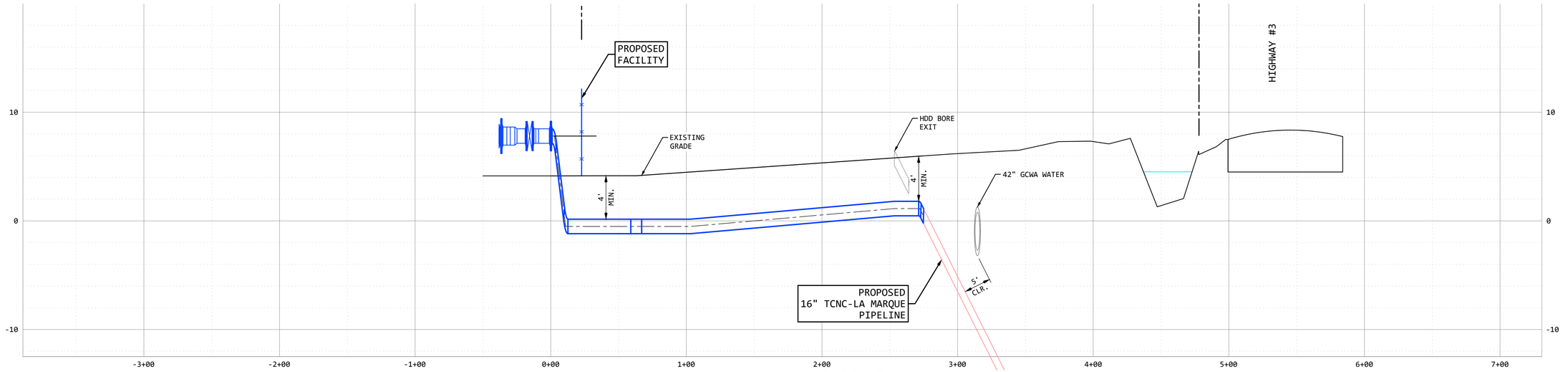
Marathon Pipe Line LLC

SCALE	1"=150'
DATE	12-02-2025
DGNR.	JB
APRVR.	OE
PROJ. ID	224057
DISC. DRAWING NO.	8890-EX-4014



PLAN

1" = 40'



PROFILE

HORIZ. 1" = 40'
VERT. 1" = 5'

LEGEND:

- HDD PIPELINES
- OPEN TRENCH PIPELINES
- OPEN TRENCH WORKSPACES

1"=40' 40' 0' 40' 80'

1"=5' 5' 0' 5' 10'

STATE OF TEXAS
ROBERT F. RANDIG
88110
LICENSED
PROFESSIONAL ENGINEER
Exp 12.31.25

CITY OF LA MARQUE, TEXAS

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF LA MARQUE.

DINH V. HO, P.E., CITY ENGINEER — DATE

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

DRAWING PHASE
ISSUED FOR PERMIT
DECEMBER 3, 2025

REV	DATE	MOC #	PROJECT ID#	REVISION DESCRIPTION	DESIGNER	APPROVER
A	11-21-2025	-	224057	ISSUED FOR PERMIT	JB	OE
B	12-01-2025	-	224057	ISSUED FOR PERMIT	JB	OE
C	12-03-2025	-	224057	ISSUED FOR PERMIT	JB	OE

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TEXAS CITY NGL COMPLEX-GALVESTON BAY REFINERY
TEXAS CITY, TEXAS

MARATHON PIPE LINE LLC (MPL)
PROPOSED 16" TCNC-LaMarque
ALIGNMENT SHEET
LA MARQUE, TEXAS

Marathon Pipe Line LLC

SCALE	1"=40'
DATE	12-02-2025
DGNR.	JB
APRVR.	OE
PROJ. ID	224057
DISC. DRAWNG NO.	8890-EX-4015

CITY OF LA MARQUE
DESIGN CRITERIA MODIFICATION FORM

Modifications to standards identified in the Design Criteria Manual may be permitted by the City Engineer. The modification proposal must be submitted by a Professional Engineer licensed by the State of Texas and shall follow generally accepted engineering standards for traffic, sidewalk and other infrastructure applicable, and such proposal contains the following information and substantiates the findings. If an appeal to the City Engineer decision is requested, the City Council (hereinafter referred to as "the City") will review that appeal.

PROJECT NAME: Marathon Project Alliance Interconnecting Pipelines

This entire form must be completed in its entirety. If form is submitted incomplete, it will be administratively rejected.

PROJECT ENGINEER: Joe Kraimer, Marathon
SUBMITTAL DATE: 11/20/25
SUBDIVISION NAME: Not Applicable

MODIFICATION LOCATION:

New pipeline and metering facility will be located on undeveloped land owned by City of La Marque located on the west side of State Highway 3 at Lat 29°21'11.18"N, Long 94°56'51.36"W. There are currently no City of La Marque streets or facilities in the vicinity of the proposed site.

1. Set forth the proposed deviation to the technical standard.

SPECIFIC PROPOSED DEVIATION FROM TECHNICAL STANDARD:

Marathon is requesting deviation from all City of La Marque standards. Since the current property is undeveloped and no city street exists at this location, no street improvements are planned at this location as part of this project.

2. Set forth the impact such deviation has on speed differential and street capacity, the likelihood of accidents, the long term maintenance and operation effect, the degree of functionality and efficiency, the technological advancements involved, and other relevant matters.

IMPACT OF DEVIATION:

There will be no impact to existing city streets.

3. Show a comparison of the technical standard to the proposed deviation with respect to overall safety and quality, speed differential, street capacity, existing and projected accidents, long-term maintenance and operation, degree of functionality, degree of efficiency, technological advancements, and other relevant matters.

COMPARISON OF TECHNICAL STANDARD TO PROPOSED DEVIATION:

Does not apply.

4. Describe all mitigating improvements that reduce the negative impact of the proposed deviation on overall safety and quality, speed differential, street capacity, accident occurrences, long-term maintenance and operation, degree of functionality, degree of efficiency and demonstrating the degree to which the proposed deviation detrimentally affects the foregoing. Other relevant factors, including technological advances, should be explained by describing how they will affect the proposed development. Mitigating improvements can include but are not limited to, traffic control devices, pavement improvements, added acceleration or deceleration lanes or reservoirs, and other on-site improvements.

MITIGATING IMPROVEMENTS THAT REDUCE NEGATIVE IMPACT:

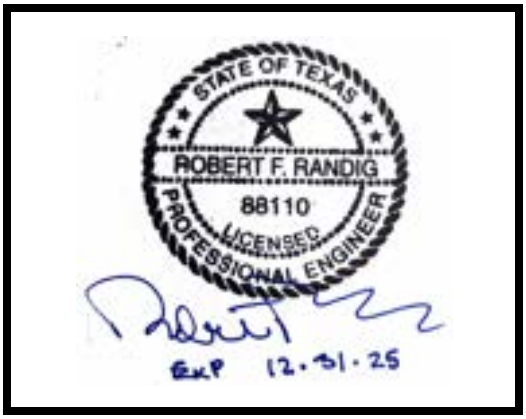
Does not apply.

SUMMARY & CONCLUSION/RECOMMENDATION FOR MODIFICATION:

Since no existing street exists at this location, no improvements are planned. The facility will be accessed through existing unimproved access from State Highway 3.

List of Supporting Documentation Attached? **Yes** X **No**____

Seal of Professional Engineer:



City Use ONLY

Reviewed By:

_____ _____
Date

Modification Request Approved / Denied By:
Copies of Backup Information/Notes Attached

_____ _____
City Engineer Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group, Inc. - Cleveland 6000 Freedom Sq Dr, Ste 400 Independence OH 44131	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-447-1050 **FAX (A/C, No):** 216-447-4088 **E-MAIL ADDRESS:** cleveland_hmi@hylant.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Old Republic Insurance Company / 24147
INSURED MARAT-3 Marathon Pipe Line LLC 539 South Main Street Findlay, OH 45840	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 670618560 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY31767924	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N A					X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of La Marque
City Clerk Office
1111 Bayou Road
La Marque TX 77568

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R Hylant

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Development Services Department
1130 1st St.
La Marque, TX 77568

(409)938-9219
permits@cityoflamarque.org

Receipt Number: 202600474

Payer/Payee: JACKSON, HANNAH
7070 KNIGHTS COURT SUITE 1603
MISSOURI CITY TX 77459

Cashier: Cassandra Gutierrez **Date:** 02/16/2026

PL2026-001 PIPELINE West Side of Hwy 3

Fee Description	Fee Amount	Amount Paid	Fee Balance
Pipeline Plan Review Fee	$72,419.37	$72,419.37	$0.00
Oil and Gas Permit Application Fee	$10,000.00	$10,000.00	$0.00
	$82,419.37	**$82,419.37**	**$0.00**

Payment Method	Reference Number	Payment Amount
CHECK	MARATHON PIPE LINE LLC-14011	$82,419.37

Total Paid: $82,419.37

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.II.
Prepared by:
Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Authorizing an Interlocal Agreement with the Galveston County Health District for Animal Services - *Administration*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

State of Texas §
§
County of Galveston §

I. PREAMBLE

THIS AGREEMENT is entered into by and between the County of Galveston, Texas (the "County"), the Galveston County Health District ("GCHD"), the City of Bayou Vista ("Bayou Vista"), the City of Hitchcock ("Hitchcock"), the City of Kemah ("Kemah"), the City of La Marque ("La Marque") City of Santa Fe ("Santa Fe"), City of Tiki Island ("Tiki Island") and the City of Texas City ("Texas City").

Bayou Vista, Hitchcock, Kemah, La Marque, Santa Fe, Tiki Island and Texas City, all of which are municipalities located within the County, are herein referred collectively to as the "Cities."

GCHD, the County, and the Cities (collectively "Parties") enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. The Parties wish to enter into an agreement for GCHD's provision of animal shelter and/or field animal control services through the Galveston County Health District Animal Resource Center (the "ARC").

The County and Cities understand that the ARC currently operates and maintains centralized animal sheltering services and animal field control services for the purpose of reducing general animal control problems in the County and Cities, and that these municipalities, acting individually, shall retain the right to elect whether they receive provisions to either one or both of the aforementioned services through the ARC, so long as notification of this choice is conveyed to GCHD in accordance with *Section III* of this Agreement. Sheltering procedures will include, but are not limited to, harboring and caring for stray and/or unwanted animals, promoting the adoption of animals, administering pet registrations and microchipping, promoting relevant community registration and volunteer services, reporting human exposure to rabies, quarantining and testing biting animals, maintaining population control through the humane administration of euthanasia in accordance with Animal Services' Policy manual, facilitating crematory services, and carrying out all other services pertinent to animal shelters as prescribed by Chapters 821, 822, 823, 826, 828 and 829 of the Texas Health and Safety Code.

NOW THEREFORE, in consideration of the mutual covenants set forth hereinafter, GCHD, the County and the Cities agree as follows:

II. SCOPE OF SERVICES

A. **Preamble constitutes contractual provisions**. The Parties agree that the provisions set forth in the Preamble above are true and correct and constitute contractual provisions of this Agreement.

B. GCHD Responsibilities

In accordance with this Agreement, GCHD consents to:

1. Securing and maintaining valid certification with the Texas Department of State Health Services for all pertinent animal control and quarantine services.
2. Its designation as the local animal control authority by the Cities and the County.
3. Serving as the local rabies control authority on behalf of the Cities and the County, as authorized by Chapter 826 of the Texas Health and Safety Code.
4. Adhering to all Animal Services Advisory Committee (the "Committee") authority regulations, as authorized by Chapter 823 of the Texas Health and Safety Code.
5. Overseeing daily operations of the ARC and associated field work.
6. Managing the ARC and governing the Committee in accordance with the procedures as set forth by the official Committee Bylaws and/or the Policy/Order.
7. Proactively and continuously seeking funding streams and partnerships with outside parties in an attempt to generate additional resources for the ARC.
8. Unless proper notice is provided in accordance with *Section III* of this Agreement, GCHD shall render sheltering services and field animal control services to all Parties hereto. The elements encompassed within the provisions of these services shall include, but not be limited to:
    a. Sheltering services will include:
        i. Sheltering and care of stray and unwanted animals;
        ii. Quarantine services;
        iii. Humane euthanasia of unwanted, sick, injured, and unadoptable animals;
        iv. Administration of redemption of owned animals;
        v. Administration of animal adoption;
        vi. Administration of pet registration;
        vii. Registration of rescue organizations;
        viii. Administration of community education and volunteer services; and
        ix. Cremation services.
    b. Field animal control services shall include, but not be limited to:
        i. Dispatching all calls for service to certified animal control officers;
        ii. Investigating animal bites on both humans and other animals, and assuring the proper quarantining of biting animals;
        iii. Investigating civil animal cruelty (improper sheltering, abuse, etc.);
        iv. Assisting authorities in commencing court ordered seizures;
        v. Filing civil complaints in the courts of proper jurisdiction; and
        vi. Investigating, documenting and briefing the ARC's Animal Services Manager on potential dangerous dog declarations.
9. Devising the Animal Services Funding Formula, with recommendations by all Parties to the Agreement, prior to its effectuation, and which shall be affixed to this Agreement as EXHIBIT A and incorporated herein for all purposes.

C. County and City Responsibilities

In accordance with this Agreement, the County and Cities consent to:

1. Appointing GCHD as the local animal control authority and local rabies control authority which shall render services on behalf of the County and Cities.
2. Permitting GCHD primary control, administration, and direction of policies and operations of the ARC, except as otherwise provided by this Agreement.
3. Complying with Committee membership responsibilities as set forth in the official Committee Bylaws and/or Policy/Order manual.
4. Remunerating GCHD in the amount determined by the Animal Services Funding Formula, which shall be devised by GCHD's Chief Executive Officer and/or designee, and presented to all Parties to the Agreement.
    a. The Animal Services Funding Formula, once finalized, will become a binding part of this Agreement and shall be affixed to the Agreement as EXHIBIT A, which shall be incorporated herein for all purposes.

D. Additional Provisions

1. Shelter Capacity, Priority Call Procedures, and Holidays/After-Hours Procedures

During periods when the Galveston County Animal Resource Center is at or over capacity, the Director of Animal Services will issue a capacity order. At that time:

- All contracted municipalities shall comply with the directives issued by the Director of Animal Services
- These municipalities must limit their operations to priority calls only, which include but are not limited to public safety concerns, injured or aggressive animals, and law enforcement assistance.
- During inclement weather events, this same priority-call-only protocol will automatically be in effect until further notice from the Director of Animal Services.

During periods when the Galveston County Animal Resource Center is closed for holidays and after-hours, municipalities shall:

- Follow Priority Call Procedures (EXHIBIT C)

2. Seizures, Abandonment, and Writ of Possession Cases

In all cases involving animal seizure, abandonment, or writs of possession, the following procedures apply:

- All contracted municipalities shall comply with the directives issued by the Director of Animal Services for all potential impoundments before removing any animals.
- Explicit approval from the Director of Animal Services or designee is required prior to any impoundment.

This procedure ensures that shelter capacity is managed effectively and that adequate space is available for incoming animals, considering both the type and number of animals involved.

3. Pet Reunification and Field Microchip Scanning

To support efficient pet reunification efforts and reduce unnecessary impoundments:

- All contracted municipalities are required to scan animals in the field for microchips and research the microchip for information prior to impoundment.

- Municipalities must make reasonable efforts to reunify animals with their owners in the field before transporting animals to the shelter.
- Compliance with this reunification policy is mandatory under this interlocal agreement.

III. INDEMNITY

To the extent allowed under applicable law, the County and Cities agree to hold harmless, indemnify and defend GCHD and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the County or Cities, their officers, employees or agents with respect to services rendered under the scope this Agreement.

Respectively, to the extent allowed under applicable law, GCHD agrees to hold harmless, indemnify and defend the County and Cities and their employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of GCHD, its officers, employees, or agents with respect to services rendered under the scope this Agreement.

IV. TERM, TERMINATION, AND AMENDMENT OF SERVICES

The terms of this Agreement shall commence on October 1, 2025, and end on September 30, 2026. Thereafter, the Agreement shall automatically renew on an annual basis.

Any Party shall retain the right to terminate or limit the services it receives through its participation in this Agreement solely to that of either field or shelter services by providing written notice of termination or amendment to GCHD's Chief Executive Officer at least six (6) months prior to the end of the Agreement's term, which parallels GCHD's fiscal year (October 1 – September 30). A Party may terminate or amend services prior to the end of the fiscal year so long as said Party provides at least six (6) month prior notice of the change; however, the Party is still mandated to fulfill its complete compensatory obligation through the conclusion of the Agreement's fiscal year and as defined in EXHIBIT A. Such termination or amendment notice must be authorized by the governing body of the terminating or amending party and signed by the party's authorized official. The terminating or amending party shall specify the effective date of termination or amendment within the notice. The termination or amendment shall not relieve the terminating or amending party of any obligation incurred by the Party prior to the effective date of termination or service change. GCHD shall provide a copy of the notice of termination or amendment terms to the authorized official of all Parties to the Agreement within thirty (30) days of receiving said notice. Withdrawal or amendment by, or removal of a party, shall not terminate this Agreement to non-terminating or non-amending Parties.

V. APPORTIONMENT OF COSTS UPON CHANGE OF PARTIES OR SERVICE PROVISIONS

A. Reduction of or Change in Service Provisions to Current Parties

Should there be a reduction of current Parties to the Agreement or a change in the provision of services rendered to a current Party to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula for the following fiscal year and presenting said formula to all remaining Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as EXHIBIT A, which shall then become operative at the start of the new fiscal year.

B. Addition of New Municipalities

Should there be an addition of a municipality to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula to reflect the expense contribution of the joining municipality and presenting said formula to all Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as EXHIBIT A, which shall become operative immediately at the time in which the amended Agreement is wholly executed.

VI. MISCELLANEOUS PROVISIONS

A. Interlocal Cooperation

GCHD, the County, and the Cities agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

B. Amendment/No assignment

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement in whole or in part without the prior written consent of every other participant Party.

C. Interpretation

The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, and that all terms and conditions herein are to be construed and interpreted as intended by this Act.

D. Invalid Provisions

Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing the invalid provision, and all other provisions which are otherwise lawful will remain in full force and effect.

E. Applicable Law

This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Galveston County, Texas.

F. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed via certified mail, return receipt requested, with proper postage affixed, or may be transmitted electronically to the applicable party at the physical or electronic mailing address as provided within EXHIBIT B.

G. Public Information Act

The County and the Cities understand that GCHD is legally considered a special purpose district and thus governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement is therefore subject to release under the Public Information Act.

H. Immunity Retained

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party to the Agreement specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising from this Agreement.

I. Current Revenues

Pursuant to Section 791.011(d)(3) of the Texas Government Code, the Cities and County must make payments for services rendered through this Agreement from current revenues available to the paying party.

J. Billing Procedure

GCHD shall bill the County and each City at the beginning of each quarter of the fiscal year for its respective portion of the animal services' annual operating expense, and the County and Cities agree to submit payments to GCHD in accordance with the terms set forth under the Texas Prompt Payment Act.

K. Entire Agreement

This Agreement constitutes the entire agreement of the Parties. No oral or written statements, agreements, promises, conditions, assurances, covenants or other terms with respect to covenants, whether written or verbal, not expressly set forth in this Agreement or expressly

incorporated herein shall be of any force or effect. The County and Cities shall rely solely upon the representation and terms contained in this Agreement.

L. Binding Effect

Each Party represents and warrants for itself that the Party is acting by and through its governing body and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to this Agreement. Each Party shall become bound to this Agreement when the Agreement is executed by all Parties hereto.

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Galveston County Health District:

_____ _____

Philip Keiser, MD
Chief Executive Officer

Date

Galveston County, Texas:

_____ _____
Mark Henry Date
County Judge

ATTEST:

_____ _____
Dwight D. Sullivan Date
County Clerk

City of Bayou Vista, Texas:

_____ _____
Danny Rambin Date
Mayor

ATTEST:

_____ _____
Lillian Salinas Date
City Secretary

City of Hitchcock, Texas:

_____ _____
Chris Armacost Date
Mayor

ATTEST:

_____ _____
Debbie Nesbitt Date
City Secretary

City of Kemah, Texas:

_____ _____
Robin Collins Date
Mayor

ATTEST:

_____ _____
Natasha Hinton Date
City Secretary

City of La Marque, Texas:

_____ _____
Keith Bell Date
Mayor

ATTEST:

_____ _____
Kierra Nance Date
City Clerk

City of Santa Fe, Texas:

_____ _____

Brandon Noto — Date
Mayor

ATTEST:

_____ _____

Natalie Arnett — Date
City Secretary

City of Texas City, Texas:

_____ _____
Dedrick Johnson Date
Mayor

ATTEST:

_____ _____
Rhomari Leigh Date
City Secretary

City of Tiki Island, Texas:

_____ _____

Vernon "Goldie" Teltschick Date
Mayor

ATTEST:

_____ _____

Brandee Lawther Date
City Secretary

Attachment A

GALVESTON COUNTY HEALTH DISTRICT

Animal Services - Funding Allocation Contributions

Proposed budget for fiscal year ending September 30, 2026

Funding Allocation Contributions

	FIELD SERVICES					SHELTER SERVICES					ANIMAL SERVICES (combined)				
	Allocation					Allocation									
	Census 100%	Intake 0%	FY25 Field	Calculated FY26 Field	*Prior Year Change*	Census 100%	Intake 100%	FY25 Shelter	Calculated FY26 Shelter	*Prior Year Change*	FY25 Contribution	Calculated FY26 Contribution	FINAL FY26 Contribution	*Net Change*	
Bayou Vista	1.65%	0.00%	$ 2,455	**$ 2,500**	$ 45	1.65%	0.28%	$ 5,728	**$ 5,800**	$ 72	$ 8,183	**$ 8,300**	**$ 25,000**	$ 16,817	205.51%
Hitchcock	7.45%	0.00%	$ 15,200	**$ 16,500**	$ 1,300	7.45%	4.32%	$ 35,467	**$ 37,000**	$ 1,533	$ 50,667	**$ 53,500**	**$ 53,500**	$ 2,833	5.59%
Kemah	1.82%	0.00%	$ 3,633	**$ 4,000**	$ 367	1.82%	0.84%	$ 8,477	**$ 9,000**	$ 523	$ 12,110	**$ 13,000**	**$ 15,000**	$ 2,890	23.86%
La Marque	19.02%	0.00%	$ 40,051	**$ 49,000**	$ 8,949	19.02%	8.41%	$ 93,453	**$ 105,000**	$ 11,547	$ 133,504	**$ 154,000**	**$ 154,000**	$ 20,496	15.35%
Texas City	55.55%	0.00%	$ -	**$ -**	$ -	55.55%	63.96%	$ 473,352	**$ 780,000**	$ 306,648	$ 473,352	**$ 780,000**	**$ 780,000**	$ 306,648	64.78%
Tiki Island	1.04%	0.00%	$ 1,572	**$ 1,700**	$ 128	1.04%	0.36%	$ 3,669	**$ 4,000**	$ 331	$ 5,241	**$ 5,700**	**$ 10,000**	$ 4,759	90.80%
Santa Fe	12.26%	0.00%	$ 29,400	**$ 32,000**	$ 2,600	12.26%	4.16%	$ 68,600	**$ 66,000**	$ (2,600)	$ 98,000	**$ 98,000**	**$ 98,000**	$ -	0.00%
Clear Lake Shores	1.22%	0.00%	$ 2,674	**$ 2,800**	$ 126	1.22%	0.04%	$ 6,239	**$ 6,250**	$ 11	$ 8,913	**$ 9,050**	**$ -**	$ (8,913)	-100.00%
County	0.00%	0.00%	$ 218,974	**$ 160,000**	$ (58,974)	0.00%	17.63%	$ 510,938	**$ 601,016**	$ 90,078	$ 729,912	**$ 764,900**	**$ 729,912**	$ -	0.00%
Total	**100.00%**	**0.00%**	**$ 313,959**	**$ 268,500**	**$ (45,459)**	**100.00%**	**100.00%**	**$ 1,205,923**	**$ 1,614,067**	**$ 408,144**	**$ 1,519,882**	**$ 1,886,450**	**$ 1,865,412**	**$ 345,530**	**22.73%**

(A) Minimum Contribution = $25,000 as of 10/01/25

(B) Galveston County - commissioner's court approved budget to be the same as FY25

(C) Clear Lake Shores - did not renew their contract 02/23/26

(D) Tiki Island neogiated rate for FY26 - $10,000

(E) Kemah neogiated rate for FY26 - $15,000

	Field	Shelter	Total
	30%	70%	100%
County	$ 218,974	$ 510,938	$ 729,912
Cities	$ 340,650	$ 794,850	$ 1,135,500
Combined Budget Contributions	**$ 559,623**	**$ 1,305,789**	**$ 1,865,412**

GALVESTON COUNTY ANIMAL SERVICES AGREEMENT
EXHIBIT B

Notice Information

Galveston County Health District (GCHD):

Galveston County Health District
Chief Executive Officer
PO Box 939
La Marque, TX 77568-0939
Facsimile Number: (409) 938-2321

With a copy to:

_____
_____
_____

County of Galveston, Texas:

Galveston County Courthouse
County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550
Facsimile Number: (409) 765-2653

With a copy to:

Galveston County
Attn: Legal Services Manager
722 Moody, 2nd Floor
Galveston, Texas 77550
Facsimile Number: (409) 770-5560

City of Bayou Vista, Texas:

Mayor of City of Bayou Vista, Texas
2929 Highway 6, Suite 100
Bayou Vista, Texas 77563
Facsimile Number: (409) 935-1205

With a copy to:

_____
_____
_____

City of Tiki Island, Texas:

Mayor of City of Tiki Island, Texas
802 Tiki Dr.
Tiki Island, Texas 77554

With a copy to:

_____
_____
_____

City of Hitchcock, Texas:

Mayor of City of Hitchcock, Texas
Hitchcock City Hall
7423 Highway 6
Hitchcock, Texas 77563
Facsimile Number: (409) 986-6903

With a copy to:

_____
_____
_____

City of Kemah, Texas:

Mayor of City of Kemah, Texas
Kemah City Hall
1401 State Highway 146
Kemah, Texas 77565-3002
Facsimile Number: (281) 334-6583

With a copy to:

_____
_____
_____

City of La Marque, Texas:

Mayor of City of La Marque, Texas
La Marque City Hall
1111 Bayou Road
La Marque, Texas 77568
Facsimile Number (409) 938-9216

With a copy to:

_____
_____
_____

City of Santa Fe, Texas:

Mayor of City of Santa Fe, Texas
Santa Fe City Hall
12002 Highway 6
Santa Fe, Texas 77510

With a copy to:

_____
_____
_____

City of Texas City, Texas:

Mayor of City of Texas City, Texas
1801 9th Avenue North
Texas City, Texas 77590
Facsimile Number (409) 942-1073

With a copy to:

_____
_____
_____

EXHIBIT C

GALVESTON COUNTY HEALTH DISTRICT
Protecting and promoting the One Health of Galveston County.

Philip Keiser, MD
Local Health Authority
Chief Executive Officer

Tyler Drummond
Chairperson, United Board of Health

Memorandum

To: Galveston County Law Enforcement Agencies

From: GCHD Animal Services Department

Date: 10/01/2025

Re: Priority Call Procedures for Observed Holidays and After-Hours Request for Animal Control

---

The on-call Animal Control Officer (ACO) assumes duty after completing a full work shift. Therefore, only **Priority Calls** should be dispatched to the on-call officer. The expected response time for priority calls is within 1 hour.

If assistance is no longer needed, please **cancel the after-hours service request** with the ACO.

Priority Calls are as follows:

A) Animal Attacks or Bites on **Humans Only**
   a. Animal Control Officers shall respond to all reports of animal attacks or bites involving humans.

B) Suspected Rabies
   a. Any report or observation of an animal suspected of having rabies shall be treated as a priority call.

C) Injured Stray Animals
   a. Officers shall respond to reports of only stray animals **injured.**
   b. If the animal is owned, the owner is responsible for obtaining emergency veterinary care. Officers may provide guidance but are not responsible for transport or treatment of owned animals.

D) Assistance to Law Enforcement
   a. Managing animals belonging to individuals taken into custody.
   b. Handling animals that may pose a threat to officer safety or interfere with law enforcement duties.

E) Threats to Public Safety
   a. Any situation in which an animal poses a potential or immediate threat to public safety shall be classified as a priority call and responded to accordingly.

Non-Priority Calls

- Non-priority calls are incidents that do not present an immediate threat to public safety, animal welfare, or law enforcement operations. These situations may be safely addressed during **regular business hours.**
- Non-priority calls should be reported to the Animal Resource Center on the next business day by calling 409-948-2485.

Non-priority calls may include, but are not limited to:

A) Non-aggressive strays or running at large animals
B) Nuisance animal complaints (e.g., barking, wildlife sightings)
C) Deceased animals in non-hazardous locations
D) Reports of dog fights not in progress
   - Example: follow-up reports or information received after the incident has occurred
   - Note: If a dog fight or animal attack is **actively occurring,** it shall be treated as a Priority Call due to the immediate threat to animals and public safety.
E) Routine welfare checks (e.g., general living conditions inquiries with no immediate visible signs of distress, injury, or neglect).

The after-hours contact number for internal use is 409-370-5980. This line is operational daily from 5:00 PM to 8:00 AM, and all day on Sundays and observed holidays. This number is restricted to authorized personnel only and **must not be distributed to the public**.

If the Animal Control Officer does not respond to a priority call within a reasonable amount of time (1 hour or less), please contact the Director of Animal Services at 409-939-0881 or the Shelter Manager at 409-795-7164.

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

State of Texas	§
	§
County of Galveston	§

I. PREAMBLE

THIS AGREEMENT is entered into by and between the County of Galveston, Texas (the "County"), the Galveston County Health District ("GCHD"), the City of Bayou Vista ("Bayou Vista"), the City of Hitchcock ("Hitchcock"), the City of Kemah ("Kemah"), the City of La Marque ("La Marque"), the Village of Tiki Island ("Tiki") and the City of Texas City ("Texas City").

Bayou Vista, Hitchcock, Kemah, La Marque, Tiki and Texas City, all of which are municipalities located within the County, are herein referred collectively to as the "Cities."

GCHD, the County, and the Cities (collectively "Parties") enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. The Parties wish to enter into an agreement for GCHD's provision of animal shelter and/or field animal control services through the Galveston County Health District Animal Resource Center (the "Center").

The County and Cities understand that the Center currently operates and maintains centralized animal sheltering services and animal field control services for the purpose of reducing general animal control problems in the County and Cities, and that these municipalities, acting individually, shall retain the right to elect whether they receive provisions to either one or both of the aforementioned services through the Center, so long as notification of this choice is conveyed to GCHD in accordance with *Section III* of this Agreement. Sheltering procedures will include, but are not limited to, harboring and caring for stray and/or unwanted animals, promoting the adoption of animals, administering pet registrations and microchipping, promoting relevant community events and volunteer services, reporting human exposure to rabies, quarantining and testing biting animals, maintaining population control through the humane administration of euthanasia in accordance with the Animal Services' Policy manual, facilitating crematory services, and carrying out all other services pertinent to animal shelters as prescribed by Chapters 821, 822, 823, 826, 828 and 829 of the Texas Health and Safety Code.

NOW THEREFORE, in consideration of the mutual covenants set forth hereinafter, GCHD, the County and the Cities agree as follows:

II. SCOPE OF SERVICES

A. Preamble constitutes contractual provisions. The Parties agree that the provisions set forth in the Preamble above are true and correct and constitute contractual provisions of this Agreement.

B. GCHD Responsibilities

In accordance with this Agreement, GCHD consents to:

1. Securing and maintaining valid certification with the Texas Department of State Health Services for all pertinent animal control and quarantine services.
2. Its designation as the local animal control authority by the Cities and the County.

3. Serving as the local rabies control authority on behalf of the Cities and the County, as authorized by Chapter 826 of the Texas Health and Safety Code.
4. Adhering to all Animal Services Advisory Committee (the "Committee") authority regulations, as authorized by Chapter 823 of the Texas Health and Safety Code.
5. Overseeing daily operations of the Center and associated field work.
6. Managing the Center and governing the Committee in accordance with the procedures as set forth by the official Committee Bylaws and/or the Policy/Order.
7. Proactively and continuously seeking funding streams and partnerships with outside parties in an attempt to generate additional resources for the Center.
8. Unless proper notice is provided in accordance with *Section III* of this Agreement, GCHD shall render sheltering services and field animal control services to all Parties hereto. The elements encompassed within the provisions of these services shall include, but not be limited to:
    a. Sheltering services will include:
        i. Sheltering and care of stray and unwanted animals;
        ii. Quarantine services;
        iii. Humane euthanasia of unwanted, sick, injured, and unadoptable animals;
        iv. Administration of redemption of owned animals;
        v. Administration of animal adoptions;
        vi. Administration of pet registrations;
        vii. Registration of rescue organizations;
        viii. Administration of community education and volunteer services; and
        ix. Cremation services.
    b. Field animal control services shall include, but not be limited to:
        i. Dispatching all calls for service to certified animal control officers;
        ii. Investigating animal bites on both humans and other animals, and assuring the proper quarantining of biting animals;
        iii. Investigating civil animal cruelties (improper sheltering, abuse, etc.);
        iv. Assisting authorities in commencing court ordered seizures;
        v. Filing civil complaints in the courts of proper jurisdiction; and
        vi. Investigating, documenting and briefing the Center's Animal Services Manager on potential dangerous dog declarations.
9. Devising the Animal Services Funding Formula, with recommendations by all Parties to the Agreement, prior to its effectuation, and which shall be affixed to this Agreement as *Attachment A* and incorporated herein for all purposes.

C. County and City Responsibilities

In accordance with this Agreement, the County and Cities consent to:

1. Appointing GCHD as the local animal control authority and local rabies control authority which shall render services on behalf of the County and Cities.
2. Permitting GCHD primary control, administration, and direction of policies and operations of the Center, except as otherwise provided by this Agreement.
3. Complying with Committee membership responsibilities as set forth in the official Committee Bylaws and/or Policy/Order manual.
4. Remunerating GCHD in the amount determined by the Animal Services Funding Formula, which shall be devised by GCHD's Chief Executive Officer and/or designee, and presented to all Parties to the Agreement.
    a. The Animal Services Funding Formula, once finalized, will become a binding part of this Agreement and shall be affixed to the Agreement as *Attachment A*, which shall be incorporated herein for all purposes.

III. INDEMNITY

To the extent allowed under applicable law, the County and Cities agree to hold harmless, indemnify and defend GCHD and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the County or Cities, their officers, employees or agents with respect to services rendered under the scope this Agreement.

Respectively, to the extent allowed under applicable law, GCHD agrees to hold harmless, indemnify and defend the County and Cities and their employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of GCHD, its officers, employees, or agents with respect to services rendered under the scope this Agreement.

IV. TERM, TERMINATION AND AMENDMENT OF SERVICES

The terms of this Agreement shall commence on October 1, 2016 and end on September 30, 2017. Thereafter, the Agreement shall automatically renew on an annual basis.

Any Party shall retain the right to terminate or limit the services it receives through its participation in this Agreement solely to that of either field or shelter services by providing written notice of termination or amendment to GCHD's Chief Executive Officer at least six (6) months prior to the end of the Agreement's term, which parallels GCHD's fiscal year (October 1 – September 30). A Party may terminate or amend services prior to the end of the fiscal year so long as said Party provides at least six (6) months prior notice of the change; however, the Party is still mandated to fulfill its complete compensatory obligation through the conclusion of the Agreement's fiscal year and as defined in *Attachment A*. Such termination or amendment notice must be authorized by the governing body of the terminating or amending party and signed by the party's authorized official. The terminating or amending party shall specify the effective date of termination or amendment within the notice. The termination or amendment shall not relieve the terminating or amending party of any obligation incurred by the Party prior to the effective date of termination or service change. GCHD shall provide a copy of the notice of termination or amendment terms to the authorized official of all Parties to the Agreement within thirty (30) days of receiving said notice. Withdrawal or amendment by, or removal of a party, shall not terminate this Agreement to non-terminating or non-amending Parties.

V. APPORTIONMENT OF COSTS UPON CHANGE OF PARTIES OR SERVICE PROVISIONS

A. Reduction of or Change in Service Provisions to Current Parties

Should there be a reduction of current Parties to the Agreement or change in the provision of services rendered to a current Party to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula for the following fiscal year and presenting said formula to all remaining Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as *Attachment A*, which shall then become operative at the start of the new fiscal year.

B. Addition of New Municipalities

Should there be an addition of a municipality to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula to reflect the expense contribution of the joining municipality and presenting said formula to all Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as *Attachment A*, which shall become operative immediately at the time in which the amended Agreement is wholly executed.

VI. MISCELLANEOUS PROVISIONS

A. Interlocal Cooperation

GCHD, the County and the Cities agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

B. Amendment/No Assignment

This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement in whole or in part without the prior written consent of every other participant Party.

C. Interpretation

The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, and that all terms and conditions herein are to be construed and interpreted as intended by this Act.

D. Invalid Provisions

Should any provision of this Agreement be found or deemed to be invalid, this Agreement shall be construed as not containing the invalid provision, and all other provisions which are otherwise lawful will remain in full force and effect.

E. Applicable Law

This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Galveston County, Texas.

F. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed via certified mail, return receipt requested with proper postage affixed, or may be transmitted electronically to the applicable party at the physical or electronic mailing address as provided within *Attachment B*.

G. Public Information Act

The County and the Cities understand that GCHD is legally considered a special purpose district and thus governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement is therefore subject to release under the Public Information Act.

H. Immunity Retained

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party to the Agreement specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising from this Agreement.

I. Current Revenues

Pursuant to Section 791.011(d)(3) of the Texas Government Code, the Cities and County must make payments for services rendered through this Agreement from current revenues available to the paying party.

J. Billing Procedure

GCHD shall bill the County and each City at the beginning of each quarter of the fiscal year for its respective portion of the animal services' annual operating expense, and the County and Cities agree to submit payments to GCHD in accordance with the terms set forth under the Texas Prompt Payment Act.

K. Entire Agreement

This Agreement constitutes the entire agreement of the Parties. No oral or written statements, agreements, promises, conditions, assurances, covenants or other terms with respect to covenants, whether written or verbal, not expressly set forth in this Agreement or expressly incorporated herein shall be of any force or effect. The County and Cities shall rely solely upon the representation and terms contained in this Agreement.

L. Binding Effect

Each Party represents and warrants for itself that the Party is acting by and through its governing body and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to this Agreement. Each Party shall become bound to this Agreement when the Agreement is executed by all Parties hereto.

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GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

Galveston County Health District:

Kathy Barroso — 10-4-16

Kathy Barroso
Chief Executive Officer

Date

ATTEST:

Amanda Taber — 10-4-16

Amanda Taber
Executive Assistant

Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

Galveston County, Texas:

Mark A. Henry
County Judge

9/27/16
Date

ATTEST:

Dwight D. Sullivan
County Clerk

9/27/2016
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Bayou Vista, Texas:

Daniel Konyha
Mayor

9-20-16
Date

ATTEST:

Paula Eshelman
City Secretary

9-20-16
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Hitchcock, Texas:

Anthony Matranga
Mayor

9/29/16
Date

ATTEST:

Lucy Dieringer
City Secretary

9/29/16
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Kemah, Texas:

Carl Joiner
Mayor

12/6/16
Date

ATTEST:

Carolyn Anderson
City Secretary

December 6, 2016
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of La Marque, Texas:

Bobby Hocking
Mayor

12.1.2016
Date

ATTEST:

Robin Eldridge
City Clerk

12.1.2016
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Texas City, Texas:

Matthew Doyle
Mayor

10/5/16
Date

ATTEST:

Nicki Finan
City Secretary

10/5/16
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

Village of ~~Tiki Island~~, Texas:

Vernon Telschick (Teltschick)
Mayor

11/23/16
Date

ATTEST:

B. Lawther

Brandee Lawther
City Secretary

11-23-16
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

Effective on the date indicated below, City of Santa Fe, Texas ("Santa Fe") hereby joins the Galveston County Animal Services Agreement by and between the County of Galveston, Texas, the Galveston County Health District, the City of Bayou Vista, the City of Hitchcock, the City of Kemah, the City of La Marque, the Village of Tiki Island, and the City of Texas City, which is recorded in the minutes of the Galveston County Commissioners Court on September 27, 2016. Santa Fe agrees to be bound by the terms of that agreement, and Santa Fe agrees to be included among the "Cities" referred to therein.

City of Santa Fe, Texas:

Bill Pittman
Mayor

9-28-2022
Date

ATTEST:

Alun Thomas
City Secretary/Acting City Manager

9-27-2022
Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

Effective on the date indicated below, City of Clear Lake Shores, Texas ("Clear Lake Shores") hereby joins the Galveston County Animal Services Agreement by and between the County of Galveston, Texas, the Galveston County Health District, the City of Bayou Vista, the City of Hitchcock, the City of Kemah, the City of La Marque, the Village of Tiki Island, and the City of Texas City, which is recorded in the minutes of the Galveston County Commissioners Court on September 27, 2016. Clear Lake Shores agrees to be bound by the terms of that agreement, and Clear Lake Shores agrees to be included among the "Cities" referred to therein.

City of Clear Lake Shores, Texas:

Kurt Otten
Mayor

10/10/2022
Date

ATTEST:

Christy Stroup
City Secretary

10/10/22
Date

Galveston County Animal Services Agreement
Attachment A

FY23 Allocation for Animal Services

	FIELD SERVICES			SHELTER SERVICES			ANIMAL SERVICES *(combined)*		
	Allocation Base*		FY23 Field	Allocation Base*		FY23 Shelter	FY22 Contribution	FY23 Contribution	%
Bayou Vista	**1,763**	1.2%	**$ 4,568**	**1,763**	1.0%	**$ 7,192**	$ 12,143	**$ 11,760**	1.1%
Hitchcock	**7,301**	5.0%	**$ 18,917**	**7,301**	4.2%	**$ 29,785**	$ 54,991	**$ 48,702**	4.5%
Kemah	**1,807**	1.2%	**$ 4,682**	**1,807**	1.0%	**$ 7,372**	$ 14,006	**$ 12,054**	1.1%
La Marque	**18,030**	12.3%	**$ 46,716**	**18,030**	10.3%	**$ 73,553**	$ 114,620	**$ 120,269**	11.0%
Texas City	-	0.0%	**$ -**	**51,898**	29.8%	**$ 211,719**	$ 202,785	**$ 211,719**	19.4%
Tiki Island	**1,106**	0.8%	**$ 2,866**	**1,106**	0.6%	**$ 4,512**	$ 8,987	**$ 7,378**	0.7%
Santa Fe	**12,735**	8.7%	**$ 32,997**	**12,735**	7.3%	**$ 51,953**	$ -	**$ 84,950**	7.8%
Clear Lake Shores	**1,258**	0.9%	**$ 3,260**	**1,258**	0.7%	**$ 5,132**	$ -	**$ 8,392**	0.8%
County *(Unincorporated)*		70.0%	**$ 266,014**		45.0%	**$ 320,087**	$ 612,220	**$ 586,101**	53.7%
Total		**100%**	**$ 380,020**		**100%**	**$ 711,305**	**$ 1,019,752**	**$ 1,091,325**	**100%**

	Field	Shelter	Total
FY23 Budget	$ 382,030	$ 1,050,687	$ 1,432,717
Less ARC building costs	$ -	$ (199,699)	$ (199,699)
Less Fund Balance	$ (510)	$ (2,716)	$ (3,226)
Less Budgeted Fees	$ (1,500)	$ (136,967)	$ (138,467)
Basis for County / Cities Contributions	**$ 380,020**	**$ 711,305**	**$ 1,091,325**

**County Contribution of 70% for Field and 45% Shelter with 2020 Population Census for Cities Contribution (30% Field and 55% Shelter)*

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.III.
Prepared by:
Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Authorizing an agreement between the City of La Marque and Smarsh for call and text recording and storage - *Finance*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.IV.
Prepared by: Shannon Breaux
Reviewed by:
Department: Public Works

AGENDA ITEM DESCRIPTION:
Awarding a contract to King Ranch Ag & Turf for the purchase of one (1) Compact Track Loader with Standard Bucket in the amount of $103,103.60 utilizing American Rescue Plan Act (ARPA) funding - *Public Works*

STAFF BRIEFING:
Staff recommends awarding the contract to King Ranch Ag & Turf based on the proposal evaluation process and overall value to the City. While another proposal was submitted at a slightly lower purchase price, King Ranch Ag & Turf offered lower warranty costs, provides a loaner unit during maintenance and repair periods, and demonstrated greater long-term value. Staff also determined the proposed equipment better met the City's operational needs and performance expectations.

HISTORY:
The City issued a Request for Proposals (RFP) for one (1) Compact Track Loader with Standard Bucket funded through the American Rescue Plan Act (ARPA). Proposals were received and evaluated in accordance with the established evaluation criteria. Following review of qualifications, capacity to perform, warranty considerations, equipment specifications, and pricing, King Ranch Ag & Turf was determined to provide the best overall value to the City.

FISCAL IMPACT:
The total purchase price is **$103,103.60**. ARPA funding in the amount of **$90,000.00** has been allocated for this purchase. The remaining **$13,103.60** will be funded by the City.

City of La Marque

1111 Bayou Road
La Marque, Texas 77568

REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number [RCP-056096]

allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury

Prepared By: Department of Public Works

Procurement Reference #2466

American Rescue Plan Act (ARPA)
Request for Proposals (RFP)

Date: March 11, 2026

Re: Request for Proposals (RFP) for one (1) 2025 Compact Track Loader with Standard Bucket funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

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

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SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 **SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE**

1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.

1.1.3 **Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.**

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	March 11, 2026
VENDOR QUESTIONS DUE:	March 25, 2026, 10:00 AM
QUESTIONS ANSWERED BY:	Close of Business – April 1, 2026
MANDATORY PRE-PROPOSAL CONFERENCE:	None
MANDATORY SITE VISIT:	None
PROPOSAL DUE DATE:	April 8, 2026, 10:00 AM
ADDRESS:	1109-B Bayou Road, La Marque, Texas 77568
ESTIMATED AWARD DATE:	April 27, 2026
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk

ADDRESS:	1111 Bayou Road, La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	(409) 938-9259

DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT

For email delivery, the Subject Line of the email should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments emailed to the following point of contact:

NAME:	City Clerk
TITLE:	City Clerk
EMAIL ADDRESS:	N/A

If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.

For mail or hand-delivery, deliver response and all attachments to:

NAME:	City Clerk
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road, La Marque, Texas 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.

1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.

1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.

1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE *SECTION 3* AND *EXHIBIT A* FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** One (1) 2025 Compact Track Loader with Standard Bucket

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* **(Attachment A)**.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be <u>received</u>, time stamped or otherwise acknowledged before the specified hour and date. Late submittals <u>WILL NOT</u> be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.

2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.

2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.

2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.

2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.

2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.

2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 **FAILURE TO ENTER INTO A CONTRACT**

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.

3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management (SAM.gov) and the Texas Comptroller's Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 **Freight Charges:** Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 **Delivery Schedule:** Recommended delivery not to exceed 90 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	(409) 938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by **the Entity**. **DO NOT REGISTER ITEM**. Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not

delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/ products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 **Insurance**

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal **(see Attachment E for requirements).** The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such

permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION: Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT: Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS: 100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

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

Additional Evaluation Criteria
All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below.* ***The proposal submitted must be a firm-fixed price.***

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	**100**

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and

5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).

5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

5.6.3 The City of La Marque is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description		Quantity	Unit of Measure
1	**2025 Compact Track Loader with Standard Bucket**		1	$
	Preventative Maintenance 2 Years or 2,000 Hours		1	$
	Total Cost:	**$**		
	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568		
	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	90 days		

The Seller shall deliver all equipment fully assembled and operational with all items such as mounting brackets, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Seller will be required to operate the equipment and demonstrate all features and operational modes to the City of La Marque personnel.

Section 1	Specifications (Minimum)	Describe
Equipment	This specification is to provide for a new, latest production model of compact tracked loader.	Make_____ Model_____

Section 2	Specifications (Minimum)	Meets Requirement		Describe
ENGINE:		**YES**	**NO**	**DETAILS / COMMENTS**
Type: Diesel tier four (4) final				
Horsepower: 95 horsepower minimum				
Liquid cooled, direct injection				
Cubic inches: 190 cubic inches approx				
Engine shall be turbo charged with 4 cylinders				
Engine shall have an oil filter, fuel/water separator				
Glow plugs for starting aid (not ether)				
Extended life coolant				
The radiator shall have a sight gauge				
Reversible cooling fan powered by a hydraulic or electric motor (not belt driven)				

Engine compartment rear door shall open 90 degrees approx			
DRIVETRAIN / UNDERCARRIAGE:	**YES**	**NO**	**DETAILS / COMMENTS**
Two speed transmission			
Elevated positive track drive that keeps drive components away from ground debris			
Planetary gear reduction final drive			
Track type: molded rubber with composite or steel reinforcement			
Track width: 15-inches approx.			
Machine ground pressure shall not exceed 6.0 psi			
The loader shall have a load sensing valve which automatically de-strokes the hydrostatic pump to reduce the chance of stalling the engine during lugging			
The Preferred Method for the hydrostatic axial piston pump mounting is to spline directly to the engine			
The loader shall be equipped with a spring-applied, hydraulically released, multi-wet discs park brake			
CAPACITIES:	**YES**	**NO**	**DETAILS / COMMENTS**
Fuel: The fuel tank shall be 30 gallons capacity minimum			
Operating weight: 12,000 lb. approx. without counterweights			
Hydraulic tank: 10 gallons minimum with sight gauge			
HYDRAULIC SYSTEM:	**YES**	**NO**	**DETAILS / COMMENTS**
Hydraulic flow: Pump flow of the loader shall be at least 20 gallons per minute and max high flow shall be 30 gallons per minute minimum			
The hydraulic system shall have a cartridge or spin-on filter			
Hydraulic pressure: 3,200 psi minimum			
Hydraulic power(calculated) of the loader shall be: **A.** 40 hp minimum at low flow. **B.** 75 hp minimum at high flow			
The loader shall have a continuous flow switch for high flow auxiliary hydraulics			
The loader shall have an electric or hydraulic quick coupler			
Hydraulic hoses shall be protected with anti-chaff material and secured to the frame			
Hydraulic hoses must have a burst pressure of 4,000 psi minimum			

Hydraulic pump shall be engine driven for maximum performance			
PERFORMANCE:	**YES**	**NO**	**DETAILS / COMMENTS**
Operating capacity at 35% of tipping load of 3200 lb. minimum.			
Operating capacity at 50% tipping load of 4600 lb. minimum			
Lift cylinder breakout force of 6000 lb. minimum.			
Tilt breakout force of 7200 lb. minimum			
Ground travel speed: A. 5.1 mph. minimum in low. B. 7.5 mph minimum in high			
Tipping load of 9200 lb. minimum			
Machine must incorporate a vertical lift loader linkage allowing for higher lift, longer reach and near vertical lift path and a minimum of 28 inches of reach at max lift			
Bucket must be self-leveling in the raised/lower mode			
ELECTRICAL:	**YES**	**NO**	**DETAILS / COMMENTS**
Voltage: 12 Volt system			
Battery: 850 Cold cranking amps minimum			
Alternator: 90 Amps minimum.			
Battery disconnect switch shall be included for machine security			
Wiring harnesses shall be braided, color coded and numbered for easy diagnostics			
The loaders fuse box shall be located within the cab space			
The loader shall be equipped with front and rear work lights			
OPERATOR COMPARTMENT:	**YES**	**NO**	**DETAILS / COMMENTS**
The loader shall be equipped with Rollover & Falling Object Protection System protective structure			
The loader shall have indicators for air filter restriction, alternator output, engine coolant temperature, hydraulic filter restriction, hydraulic oil temperature and parking brake engaged			
Audible warnings for coolant temperature, engine oil pressure and hydraulic oil temperature			
The loader shall be equipped with an audible electric back-up alarm			
The loader shall have a backup camera with a full view screen within the line of sight of the operator			

The loader shall have a suspension seat with a seat belt			
The loader shall have a sealed pressurized cab with factory installed air conditioning, defrost and heating			
The loader shall use hydraulic joystick controls with no mechanical linkages (to prevent wear and not require adjustments).			
The loader shall have a fuel gauge and hour meter mounted overhead, within the operator's line of sight			
The loader shall have joystick controls, no foot controls to operate loader arm, tilt function			
The loader shall have an arm rest interlock, seat or similar device shall restrict loader operation			
Grab handles shall be provided to assist operator mounting and dismounting the loader			
The loader shall have skid resistant steps for operator safety			
The loader shall have a storage compartment with the operator's handbook installed			
The loader shall be equipped with a dome light, headliner and horn.			
The loader shall be equipped with a Weather Band Receiver. Basic AM-FM, LED Display			
SAFETY:	**YES**	**NO**	**DETAILS / COMMENTS**
The loader shall have a dead engine lower handle to allow the lift arms to be lowered inside the cab, in case of a dead engine and no electrical power			
The loader shall have an anti-theft security system			
The loader shall have an emergency exit			
The cab door must be equipped with 2 quick release handles that do not require tools to remove			
Tilt-up operator's compartment			
The machine shall not have any daily maintenance points that require lifting of the cab structure			
The loader shall be joystick controlled. One joystick to control the loaders steering functions and a second joystick to control the bucket/attachment functions			
The loader shall have a spring applied, hydraulically released parking brake that will engage when the arm bar is raised and shall be			

designed to hold the machine in place on a 2 to 1 slope.			
When the bucket is in the carry position the operator shall have visibility under the loader arm linkage to the left and right.			
DIMENSIONS:	**YES**	**NO**	**DETAILS / COMMENTS**
Maximum operating width of the loader with no bucket shall be no greater than 79-inches.			
Loader linkage shall be of a vertical lift style			
Bucket hinge pin height at maximum lift shall be at least 125 inches minimum.			
Maximum dump angle shall be between 45 to 55 degrees approx			
ADDITIONAL:	**YES**	**NO**	**DETAILS / COMMENTS**
Two copies of the operator's, manual. One set may be on cd or flash drive.			
Two copies of the complete set of service manuals. One set may be on cd or flash drive.			
Two copies of the parts book. One set may be on cd or flash drive			
Standard bucket with quick attachment type with bolt on cutting edge.			
Loader is to be equipped with additional, external counterweights, maximum weight available. State weight available.			
The seller shall upon finishing any maintenance or repair service shall furnish the City of La Marque an itemized copy of the service or repair record(s) within 10 days after finishing the work.			
Speed sensitive ride control.			
WARRANTY:	**YES**	**NO**	**DETAILS / COMMENTS**
Warranty and all repairs (except for accidents and negligence by the City of La Marque) shall be provided by the seller for a period of three (2) years or 2000 hours from the date of delivery. All labor, parts, materials, and/or supplies and all transportation, travel time, and mileage shall be provided by the seller at no additional cost to the City of La Marque The prices shall include all labor, travel time, filters, oil, fluid and gaskets required during the preventative agreement. The preventative maintenance shall be performed every 250 hours throughout the extent of the maintenance period. No upcharges or overtime charges. This list is not to be all conclusive. If additional items are listed in manufacturers recommendations, they are to be listed and			

included. **Oil Samples**: Oil samples shall be taken and analyzed from each system prior to the recommended drain/change interval 250/500/1000 hours. Maintenance recommendations shall be supplied based on oil analysis and operating information as supplied. **Every 250 hours**: A. Change air fuel and oil filter elements. B. Check inner and outer final drive housings oil level. **Every 500 hours**: A. Lubricate transmission driveshaft universal units (if applicable on model furnished). B. Add coolant conditioner. C. Check air intake hoses. D. Change fuel element(s) E. Check battery electrolyte level and terminals. F. Perform same service as performed at 250 hours. **Every 1,000 hours**: A. Change splitter gear box oil. B. Change inner and outer final drive oil. C. Clean engine crankcase vent tube. D. Measure and adjust engine valve clearances. . Perform same services as performed at 250 and 500 hours. F. Change hydraulic oil and filter. G. Change transmission oil and filter. Any repairs not covered, such as certain wear items, must be in the form of written documentation and be included with the bid clearly listing those items and exceptions.			
EXTENDED DOWN TIME:	**YES**	**NO**	**DETAILS / COMMENTS**
Should a loader be down for covered repairs longer than 48 hours, the seller shall furnish the City of La Marque a like loader at no additional cost until the City's loader is returned to service.			

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (d) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 References & Other Regulations		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	available by law.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and	Section 9901 of the American Rescue Plan Act,	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

EXHIBIT C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1.	ATTACHMENT A	SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2.	ATTACHMENT B	PRICING SHEET
3.	ATTACHMENT C	SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4.	ATTACHMENT D	CUSTOMER/CLIENT REFERENCES
5.	ATTACHMENT E	CERTIFICATE OF INSURANCE (IF APPLICABLE)
6.	ATTACHMENT F	ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7.	ATTACHMENT G	STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8.	ATTACHMENT H	CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9.	ATTACHMENT I	DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10.	ATTACHMENT J	TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11.	ATTACHMENT K	BIDDER'S CERTIFICATION
12.	ATTACHMENT L	NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov) Record Search
☐	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☐	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐ ☐	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			$	$
2				$	$
3				$	$
4				$	$
5				$	$
TOTAL FIRM FIXED PRICE					$
6	**DELIVERY** – Number of calendar days for delivery after receipt of the order:			90 calendar days	

Name of Firm:	
RFP #:	
RFP Name:	

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME:			
STREET ADDRESS:			
CITY:	**STATE:**	**ZIP:**	
CONTACT NAME:			
CONTACT EMAIL:		**CONTACT PHONE:**	
***UEI #**		****TIN #**	

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

SIGNATURE

_____

PRINTED NAME & TITLE **DATE**

FOR DEPARTMENT USE ONLY		
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00.

b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $2,000,000.00 per each occurrence/ aggregate; Property Damage $1,000,000.00 per each occurrence.

d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.

B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

_____	_____
SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE	COMPANY
_____	_____
PRINTED NAME, TITLE	DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING $100,000)

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

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

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

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

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

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	**3. Report Type:** ☐ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* Name: Street Address: City, State, Zip: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Name: Street Address: City, State, Zip: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known*:** **$**
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	**10b. Individuals Performing Services** *(including address if different from No. 10a)* Name (First, MI, Last): Street Address: City, State, Zip:

11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Name: _____ **Title: _____**

Telephone: _____ **Date: _____**

Federal Use Only	**Authorized for Local Reproduction** **Standard Form – LLL (Rev. 7-97)**

ATTACHMENT J:TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ on the _____ day of _____, 20_____ on behalf of said bidder.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE
AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	
Vendor Unique Entity Identifier (UEI) if available	
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	$000,000
Assisted Listing Number (ALN) # 21.027	**FAIN #**

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment ("Contract") is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the "Entity" and [Vendor Name], hereinafter referred to as the "Vendor." Entity and Vendor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	**Vendor Name**	
Entity Address 1	1111 Bayou Road	**Vendor Address 1**	
Entity Address 2	La Marque, Texas 77568	**Vendor Address 2**	
Entity Representative for Project		**Vendor Representative for Project**	
Name	Amanda Hobby	**Name**	
Title	Assistant Director of Public Works	**Title**	
Phone	(409) 795-7996	**Phone**	
Email	a.hobby@cityoflamarque.org	**Email**	
Entity Billing Contact		**Vendor Billing Contact**	
Name	Deborah Bonsignore	**Name**	
Title	Accounts Payable Clerk	**Title**	
Phone	(409) 938-9214	**Phone**	
Email	d.bonsignore@cityoflamarque.org	**Email**	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

a. This Contract and all exhibits listed, contained, or referenced in this Contract.

b. All Addenda issued before the Effective Date of this Contract;

c. All Alternates accepted by the Entity before the Effective Date of this Contract;

d. All Change Orders issued after the Effective Date of this Contract; and

e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that $100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.

c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.

d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.

f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] ($000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and

the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.

c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

a. Entity will cooperate in a timely manner in providing information regarding its requirements.

b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.

c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.

d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.

e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.

b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.

b. Provide a warranty on all purchased equipment.

c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.

d. Provide and maintain all original and copies of supporting documentation.

e. Furnish progress reporting as determined or requested by the Entity.

f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B.**

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have ready and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest (state.tx.us), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be

incorporated into this Contract.

d. Licenses, Permits, Taxes, Fees, Laws, and Regulations

   i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.

   ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.

   iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

_____
(Printed Name)

_____
(Title)

_____
(Date)

BY: _____
(Vendor's Authorized Representative)

_____
(Printed Name)

_____
(Title)

_____
(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	$
	$
	$
	$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	**$**

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		**Contact Email:**	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (11) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (12) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (13) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (14) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (15) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (16) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (g) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (h) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (b) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (c) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (i) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (j) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (k) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (l) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (d) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (e) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (f) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 References & Other Regulations		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(c) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (d) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	available by law.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. c. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. d. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and	Section 9901 of the American Rescue Plan Act,	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

Exhibit C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: https://www.ethics.state.tx.us/filinginfo/1295/ and must be returned with the certification number assigned after completion

Prepared For

CITY OF LA MARQUE

1109 BAYOU RD A

LA MARQUE, TX 775684160

(409) 938-9260

Prepared By

ERIC YOUNGBLOOD

Shoppa's Farm Supply, Inc.

625 N SH 60 Hwy

East Bernard, TX 77435

9793354887

eyoungblood@shoppas.inc

Quote Id 1810709

Creation Date 24-Mar-2026

Expiration Date 31-Mar-2026

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Customer Notes

Prospect Customer.
First Name:
Last Name:
Email:
Primary Phone:
Address: 1500 MUNICIPAL ST
LA MARQUE, TX 775685465 US, TX 77568
US

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2026 JOHN DEERE 333 P-C-WT-PQT-SL-RC-HF-AP-BP-SDD-84 CTL 00V0T-1T0333PAKTFE27718 **Contract:** Sourcewell Grounds Maint 112624-DAC (PG BT CG 76)	**$137,318.00**	**$97,622.60**	**1**	**$97,622.60**
Equipment Total				**$97,622.60**

Quote Summary	
Total Selling Price	$97,622.60
Sub-total	**$97,622.60**
Balance Due	**$97,622.60**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1810709

Customer CITY OF LA MARQUE

New 2026 JOHN DEERE 333 P-C-WT-PQT-SL-RC-HF-AP-BP-SDD-84 CTL 00V0T

QTY In Group : 1

Equipment Notes	
Hours	7
Serial Number	1T0333PAKTFE27718
Stock Number	566693
Contract	Sourcewell Grounds Maint 112624-DAC (PG BT CG 76)
PUK Parent Serial #	- - -

Suggested List	$137,318.00
Selling Price	$97,622.60
Discount Amount	($39,695.40)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
00V0T	333 P-C-WT-PQT-SL-RC-HF-AP-BP-SDD-84 CTL	1	$125,077.00	30.0%	($37,523.10)	$87,553.90

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
0202	United States	1	$0.00	30.0%	$0.00	$0.00
183N	JDLink	1	$0.00	30.0%	$0.00	$0.00
1950	Less Application	1	$0.00	30.0%	$0.00	$0.00
2000	Less Code	1	$0.00	30.0%	$0.00	$0.00
0259	English Operator's Manual	1	$0.00	30.0%	$0.00	$0.00
0351	Translated Text Labels	1	$0.00	30.0%	$0.00	$0.00
1100	Less Detection System	1	$0.00	30.0%	$0.00	$0.00
1362	2Inch Seat Belt with Shoulder Harness	1	$0.00	30.0%	$0.00	$0.00
5608	Wide ZigZag Bar Track 17.7 In. 450 mm	1	$0.00	30.0%	$0.00	$0.00
2940	Less Grade Control	1	$0.00	30.0%	$0.00	$0.00
0952	Rear View Camera	1	$0.00	30.0%	$0.00	$0.00

8934	84 In. Heavy Duty Construction Bucket 21.0 Cu Ft w Edge	1	$2,648.00	30.0%	($794.40)	$1,853.60
8059	Cab Severe Duty Polycarbonate Door	1	$2,432.00	30.0%	($729.60)	$1,702.40
8049	Engine Air Precleaner	1	$503.00	30.0%	($150.90)	$352.10
0518	Level 5 Package Prem Cab AC, 2Spd, BPP Adj, Hi Flow, SL, RC, Power QT, Vent Seat, Dlx Lts, Rev Fan, Adv Display, Radio WMic, Rea	1	$1,658.00	30.0%	($497.40)	$1,160.60
Total Base / Options			**$132,318.00**		**($39,695.40)**	**$92,622.60**

Technology Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1880	Less Receiver	1	$0.00	30.0%	$0.00	$0.00
1900	Less Display	1	$0.00	30.0%	$0.00	$0.00
Total Technology Options			**$0.00**		**$0.00**	**$0.00**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
	2/yr or 2,000/hr PM agreement 250 hr intervals Serial Number: - - - Stock Number: - - -	1	$5,000.00	0.0%	$0.00	$5,000.00
Total Dealer Attachments			**$5,000.00**		**$0.00**	**$5,000.00**
Selling Price Subtotal						**$97,622.60**
Total Selling Price			**$137,318.00**		**($39,695.40)**	**$97,622.60**

Original Factory Build Codes

Code	Description
00V0T	333 P-TIER TRACK LOADER
00V0T183N	JDLINK IRON
00V0T8059	SEVERE DUTY DOOR
00V0T8049	PRE CLEANER
00V0T8934	84" HD CONST BKT W/ EDGE
00V0T0952	REAR CAMERA
00V0T0202	USA DEST CODE

00V0T0259	ENGLISH OP MAN & DECALS
00V0T0351	TRANSLATED TEXT LABELS
00V0T1100	NO OBSTACLE INTELLIGENCE
00V0T0518	L5 2SP CAB AC PQT HFL
00V0T1362	2" SEAT BELT W/SHOULDERSTRAP
00V0T1900	LESS DISPLAY
00V0T1880	LESS RECEIVER
00V0T1950	LESS DISPLAY APPLICATION
00V0T5608	WIDE ZIG-ZAG MULTI BAR TRKS
00V0T2000	OPEN CODE
00V0T2940	LESS GRADE CONTROL



JOHN DEERE FINANCIAL

WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

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CR0112214 Litho in U.S.A. (25-09)

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF Montgomery §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: Carman Fortenberry

Title: Governmental Sales

Company: Monk JCB

Date: 4/7/26

SUBSCRIBED and sworn to before me the undersigned authority by Carman Fortenberry on the 7th day of April, 2026 on behalf of said bidder.

Randall Turpin

Notary Public in and for the
State of Texas

My commission expires: July 31, 2026

RANDALL TURPIN
Notary ID # 129904843
Expires: July 31, 2026



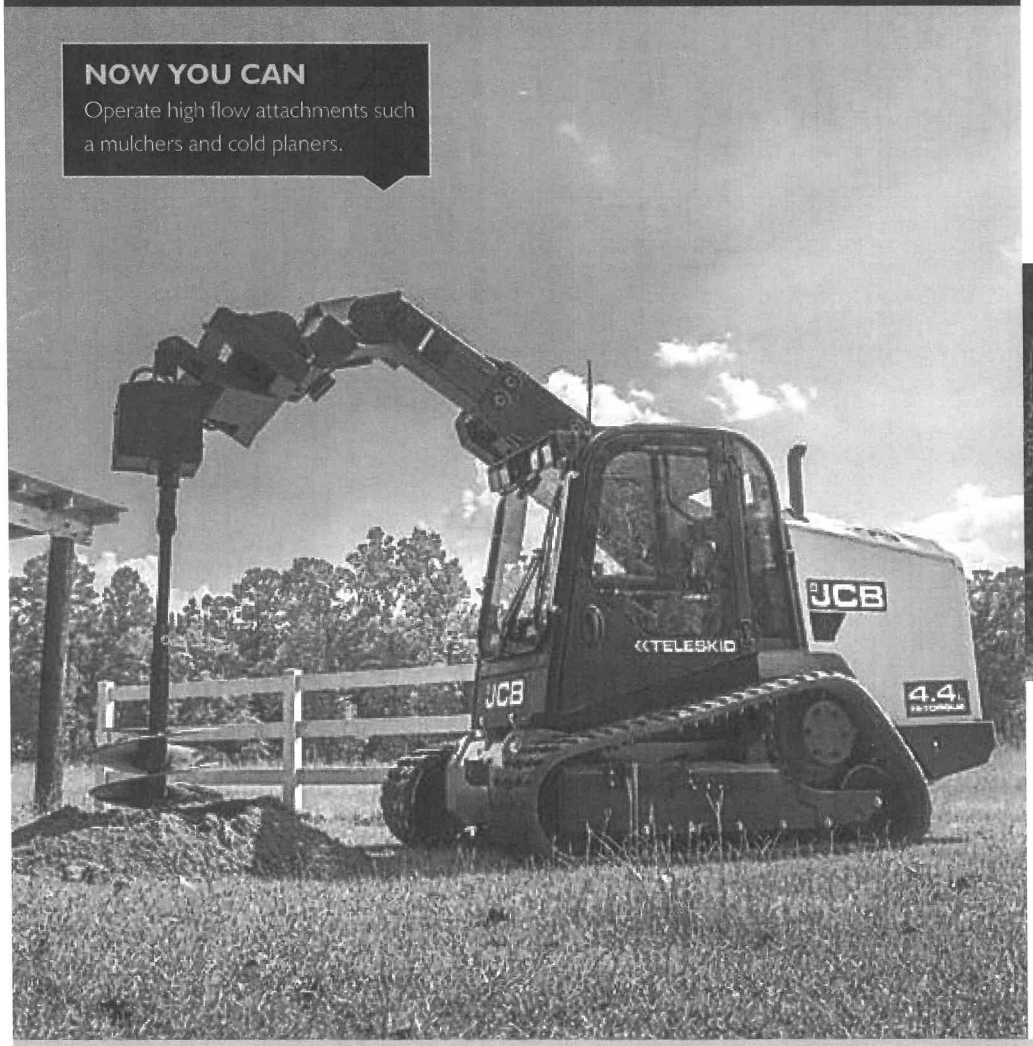
HIGH HORSEPOWER | 400T | 4TS-8T

Gross rated power: 109 hp (81 kW) Engine displacement: 4.4L

UNRIVALLED POWER

JCB's new high horsepower machines provide a powerful new solution for jobs that need a stronger solution. With a high reach capability of over fifteen feet and forward reach of over two metres, now you can lift higher, reach further and dig deeper than any skid steer on the market.

NOW YOU CAN
Operate high flow attachments such a mulchers and cold planers.







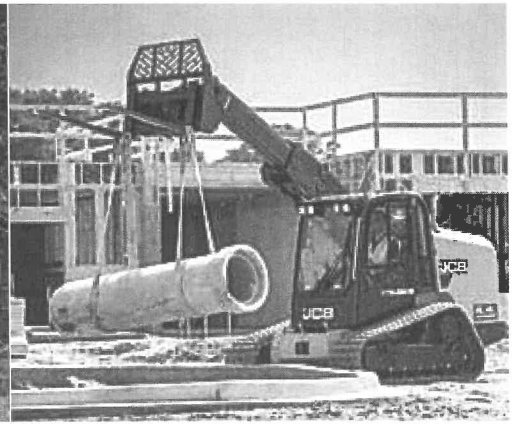
UNRIVALLED PRODUCTIVITY

The JCB 4TS-8T can do the work of four machines in one - a forklift, telehandler, compact wheel loader and skid steer loader, providing unbeatable productivity.

UNRIVALLED STRENGTH

The 109 horsepower 4.4L JCB EcoMAX engine provides industry leading power.





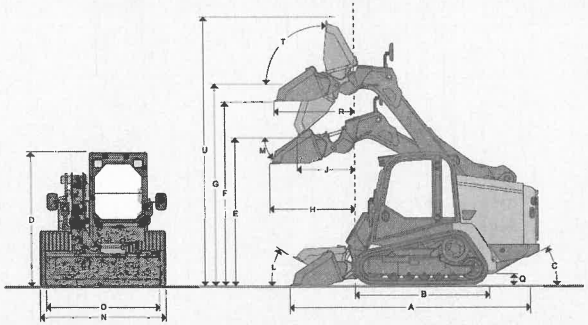
UNRIVALLED COMFORT AND CONTROL

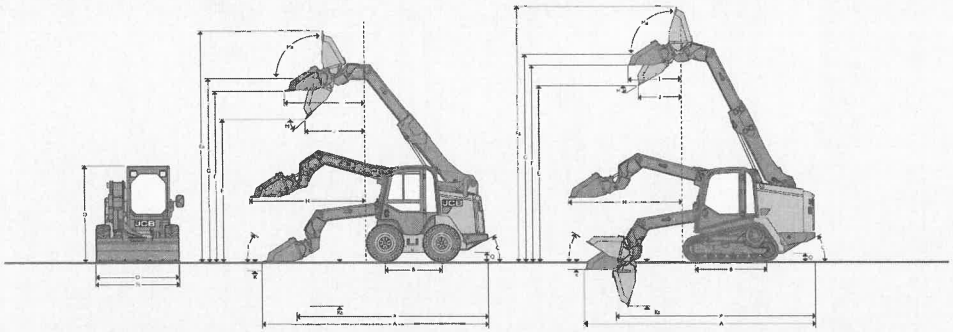
With the largest cab on the market and electric over hydraulic controls, the JCB high horsepower machines offer unbeatable operator comfort and control.

UNRIVALLED SAFETY

The side door access allows for safe entry and exit without having to climb over potentially dangerous attachments, as on competitor machines with front entry.

STATIC DIMENSIONS





Machine model			400T
A	Overall length	ft-in (m)	400T 12-9 (3.9)
B	Wheelbase	ft-in (m)	6-10 (2.1)
C	Angle of departure	degrees	29
D	Overall height	ft-in (m)	6-10 (2.0)
E	Dump height	ft-in (m)	400T Dump height 7-7 (3.9)
Ea	Crowd height	ft-in (m)	15-3 (4.3)
F	Loadover height	ft-in (m)	9-6 (2.9)
G	Pin height	ft-in (m)	10-3 (3.1)
H	Reach @ ground level	ft-in (m)	3-3 (1)
I	Max. reach @ full height	ft-in (m)	2-10 (.88)
J	Reach @ full height - fully dumped	degrees	2-10 (.88)
K	Dig depth - toe plate horizontal clearance	in (mm)	-3/8 (-1)
L	Rollback @ ground	degrees	30
M	Dump angle	degrees	39
	Max. rollback angle	degrees	107
N	Width over tracks - Standard	ft-in (m)	6-3 (1.9)
O	Bucket width - standard	ft-in (m)	6-3 (1.9)
P	Length without attachment	ft-in (m)	10-8 (3.2)
Turning radius			
	Bucket corner radius	ft-in (m)	7-6 (2.3)
	Quick hitch radius	ft-in (m)	4-7 (1.4)
	Rear chassis radius	ft-in (m)	6-3 (1.9)
Q	Ground clearance	in (mm)	0-7 (180)

Machine model			4TS - 8T	
			Retracted	Extended
A	Overall length	ft-in (m)	13-2 (4.0)	17-0 (5.1)
B	Wheelbase	ft-in (m)	6-10 (2.1)	
C	Angle of departure	degrees	29	
D	Overall height	ft-in (m)	6-6 (2.0)	
E	Dump height	ft-in (m)	9-6 (2.9)	12-9 (3.9)
Ea	Crowd height	ft-in (m)	15-3 (4.3)	18-6 (5.6)
F	Loadover height	ft-in (m)	9-6 (2.9)	
G	Height to hinge pin fully raised	ft-in (m)	11-10 (3.6)	15-0 (4.5)
H	Reach	ft-in (m)	3-7 (1.1)	8-2 (2.5)
I	Max. reach @ full height	ft-in (m)	2-4 (0.7)	4-10 (1.4)
J	Reach @ full height - fully dumped	ft-in (m)	1-7 (0.5)	2-11 (0.9)
K	Dig depth - toe plate horizontal clearance	in (mm)	-3/8 (-1)	-15 (40)
Ka	Dig depth - toe plate vertical clearance	in (mm)	32 (80)	39 (100)
L	Rollback @ ground	degrees	34	
M	Dump angle	degrees	28	
Ma	Max. rollback angle	degrees	107	
N	Bucket width - standard	ft-in (m)	6-3 (1.9)	
O	Width over tires - standard	ft-in (m)	6-3 (1.9)	
P	Length without attachment	ft-in (m)	10-8 (3.2)	14-6 (4.4)
Q	Ground clearance	in (mm)	0-7 (180)	
	Rated operating capacity 35%	lb (kg)	3,999 (1,814)	1,878 (852)
	Rated operating capacity 50%	lb (kg)		5,712 (2590)
	Bucket capacity - standard	yd^3 (m^3)		

TURNING RADIUS			
Model		400T	4TS - 8T
Bucket corner radius	ft-in (m)	7-6 (2.3)	7-11 (2.4)
Quick hitch radius	ft-in (m)	4-7 (1.4)	4-7 (1.4)
Rear chassis radius	ft-in (m)	6-3 (1.9)	6-3 (1.9)

SAE OPERATING WEIGHT			
Model		400T	4TS - 8T
Cab*	lb (kg)	12,544 (5,689)	13,000 (5,897)

*Fully operational with quick hitch, standard shovel, full fuel tank, closed cab + 165 lb (75 kg) operator.
3TS-8W based on a machine equipped with 12x16,5 tires & 78" wide shovel
3TS-8T Solid Deal 450 mm wide tracks & 78" wide shovel
2TS-7T 320 mm wide tracks & 72" wide shovel

ENGINE			
Model		400T	4TS - 8T
Engine model		JCB EcoMAX TCAE-81	JCB EcoMAX TCAE-81
Displacement	in³ (cm³)	268 (4,399)	268 (4,399)
Fuel		Diesel	Diesel
Cooling		Liquid	Liquid
Aspiration		Turbo	Turbo
Gross power SAE J1995	hp (kW)	109 (81)	109 (81)
Gross torque @ 1,200 RPM	lb/ft (Nm)	–	380 (516)
Emission certification		EPA-T4F	EPA-T4F
Engine oil service interval hours		500	500
Variable speed, hydraulically-driven fan		YES	YES

SERVICE CAPACITIES			
Model		400T	4TS - 8T
Hydraulic system (including tank)	gal (l)	14.5 (55)	14.5 (55)
Fuel tank	gal (l)	27.3 (103.3)	27.3 (103.3)
Engine coolant	gal (l)	5.8 (22)	5.8 (22)
Engine oil	gal (l)	4.0 (15)	4.0 (15)

HYDRAULIC PERFORMANCE			
Model		400T	4TS - 8T
R.O.C retracted	lb (kg)	3,994 (1,811)	3,999 (1,814)
R.O.C extended	lb (kg)	–	1878 (852)
Tipping load retracted	lb (kg)	11,415 (5,178)	11,426 (5183)
Tipping load extended	lb (kg)	–	5,366 (2434)
Loader lift retracted	lb (kg)	6,816 (3,092)	6,638 (3,011)
Loader lift extended	lb (kg)	–	3,983 (1,807)
Bucket tilt retracted	lb (kg)	8,150 (3,697)	7,919 (3,592)
Bucket tilt extended	lb (kg)	–	7,919 (3,592)

HYDRAULICS			
Model		400T	4TS - 8T
Standard flow	gpm (l/min)	24 (90)	24 (90)
High Flow	gpm (l/min)	33 (125)	33 (125)
Super Flow	gpm (l/min)	42.3 (160)	42.3 (160)
Main relief pressure	psi (bar)	4,061 (280)	4,061 (280)
HYD HP low flow	hp (kW)	35.8 (26.7)	35.8 (26.7)
HYD HP high flow	hp (kW)	46.1 (34.4)	46.1 (34.4)
HYD HP super flow	hp (kW)	57.9 (77.7)	57.9 (77.7)

ELECTRICS			
Model		400T	4TS - 8T
Starter motor	hp (kW)	5.6 (4.2)	5.6 (4.2)
Battery	V/Ah	12/109	12 / 109
Alternator	amps	150A	150

TRANSMISSION			
Model		400T	4TS - 8T
Single speed	mph (km/h)	6.2 (10.0)	6.2 (10)
Two speed	mph (km/h)	7.8 (12.5)	7.8 (12.5)

STANDARD EQUIPMENT	
Sealed cab with heater/defroster	•
Powered electric quick hitch	•
Electronic hand throttle	•
Four (4) front and two (2) rear work lights - LED	•
Emergency lower valve	•
Fuel gauge	•
Hydraulic park brake	•
High flow auxiliary hydraulics	•
Rear service access door	•
Tilting cab for service accesss	•
Vinyl air supsension seat	•
Boom Float	•
Centrifugal dry engine air filter with primary and secondary elements	•
Battery isolator	•
Foot throttle	•
Twine cutter (wheeled units only)	•
In-cab ISO/H pattern changeover	•
Fuel cap protection	•
Creep speed	•
Reversing fan	•
LiveLink telematics	•
2-Speed	•
Smooth Ride	•
Parallel lift	•

LIGHTING AND ELECTRICS	
12 VDC Negative ground system	•
1,000 cold cranking amps (CCA) battery @0deg F	•
Low charge pressure alarm	•
Engine water temperature alarm	•
Blocked air filter pressure alarm	•
Engine oil pressure alarm	•
Avoltage alarm	•
Operator enclosure mounted fuse and relay box	•
Reverse back up alarm	•
Low Fuel Alarm	•

OPERATOR ENVIRONMENT	
Full ROPS and Level 1 FOPS	•
7" display / touch screen	•
Full visual and audible warning system	•
Operator Enclosure access through side door	•
Fully adjustable seat	•
Retractable 2 in. seat belt	•
Electric over hydraulic controls with JCB multi-function joysticks	•
Pod storage area	•
Cup holder	•
Power socket	•
Rear view mirror	•
Interior light	•
Review camera	•

OPTIONAL FEATURES	
CANOPY - INCLUDES ALL STANDARD FEATURES	+
Fender (3TS-8W only)	•
CAB - INCLUDES ALL STANDARD FEATURES PLUS	+
Block Heater - 110v	•
Radio	•

STANDARD •
OPTIONAL +


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6785 en-US Issue 1

HIGH HORSEPOWER | 400T | 4TS-8T

Operating weight: 9,914 - 13,000 lb (4,497 - 5,897 kg) Rated operating capacity: 2096 - 3999 lbs (951 - 1814 kg)

JCB North America

2000 Bamford Blvd., Pooler, Georgia, 31322 Tel: (912) 447-2000

Download the very latest information on this product range at www.jcb.com

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TX
HOUSTON
77037
United States

Today's Date: 04/07/2026
Valid Until: 05/07/2026

Dear City of La Marque,

Thank you for your interest in our JCB products.

We are excited to offer you the quote below. This quote is subject to change based on product availability or services and other unforeseen conditions

If you have any questions regarding this quotation please do not hesitate to contact me.

I look forward to hearing from you.

Kind regards.

Shane Fortenberry
shane.fortenberry@monkjcb.com

Shane Fortenberry
shane.fortenberry@monkjcb.com

City of La Marque
City of La Marque

Today's Date: 04/07/2026
Valid Until: 05/07/2026

400T NA

Includes: Attachments

400T COMPACT TRACK LOADER (T4)NA,SERIES 3.2
ELECTRIC QUICKHITCH -SRS, SMOOTH RIDE SYSTEM
2 SPEED -FLOAT -FOOT THROTTLE -REVERSING FAN
BLOCK HEATER-110V -VINYL AIR SUSPENSION SEAT -
ISO&DUAL HAND CONTROL PATTERN -RADIO SPEAKERS AND AERIAL
ELECTRO HYDRAULIC BUCKET LEVE

RUBBER TRACKS - 17.7 IN / 450 MM WIDE
450 MM WIDE X 86 MM PITCH X 56 LINKS
78 IN / 1,985 MM WIDTH OVER TRACKS

TCAB AC HH S3.2

JCB CONTROLS WITH 7 WAYJOYSTICK
ATTACHMENT HARNESS(LP T4 HH 3.2)

GP BUCKET - 84 IN / 2134 MM WIDE WITH BOCE
18.1 CU-FT / .51 CU-M CAPACITY - WITH BOLT ON CUTTING EDGE

USA LP T4 S3.2

HIGH FLOW VL HH

THIS QUOTE QUALIFIES FOR BUYBOARD CONTRACT NO.788-25

Balance (excluding Tax) **$101,369.79**

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☑	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☑	B. Pricing Sheet
☑	C. System for Award Management (SAM.gov) Record Search
☒	D. Customer/Client References
☒	E. Certificate of Insurance (if applicable)
☒	F. Ethics and Conflict of Interest Acknowledgement
☒	G. Statement of Conflicts of Interest (if any)
☒ ☐	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☒ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☒	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Carman Fortenberry
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Governmental Sales
DATE OF SIGNATURE:	4/7/26

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	2025 Compact Track Loader w/Bucket #2466
Name of Respondent:	Carman Fortenberry
Company:	Monk JCB
Mailing Address:	11211 North Freeway
City, State, Zip:	Houston, TX 77037
Phone Number:	940-372-0072
Company Contact Email Address:	Carman.Fortenberry@monkjcb.com
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	83-3454956

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☑ Please check this box if no addenda were issued.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	**Vendor Name**	Monk JCB
Entity Address 1	1111 Bayou Road	**Vendor Address 1**	11211 North Frwy
Entity Address 2	La Marque, Texas 77568	**Vendor Address 2**	Houston, TX 77037
Entity Representative for Project		**Vendor Representative for Project**	
Name	Amanda Hobby	**Name**	Carman Fortenberry
Title	Assistant Director of Public Works	**Title**	Government Sales
Phone	(409) 795-7996	**Phone**	940-372-0072
Email	a.hobby@cityoflamarque.org	**Email**	Carman.Fortenberry@monkJCB.com
Entity Billing Contact		**Vendor Billing Contact**	
Name	Deborah Bonsignore	**Name**	Todd Jordan
Title	Accounts Payable Clerk	**Title**	Solutionist
Phone	(409) 938-9214	**Phone**	281-982-9030
Email	d.bonsignore@cityoflamarque.org	**Email**	Todd.Jordan@monkJCB.com

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description	Quantity	Unit of Measure
1	**2025 Compact Track Loader with Standard Bucket**	1	$ 101,369.79
	Preventative Maintenance 2 Years or 2,000 Hours	1	$ 8386.60
	Total Cost:	**$**	
	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568	
	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	90 days	

The Seller shall deliver all equipment fully assembled and operational with all items such as mounting brackets, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Seller will be required to operate the equipment and demonstrate all features and operational modes to the City of La Marque personnel.

Section 1	Specifications (Minimum)	Describe
Equipment	This specification is to provide for a new, latest production model of compact tracked loader.	Make JCB Model 400T

Section 2	Specifications (Minimum)	Meets Requirement		Describe
ENGINE:		**YES**	**NO**	**DETAILS / COMMENTS**
Type: Diesel tier four (4) final		X		
Horsepower: 95 horsepower minimum		X		109 hp
Liquid cooled, direct injection		X		
Cubic inches: 190 cubic inches approx		X		268
Engine shall be turbo charged with 4 cylinders		X		
Engine shall have an oil filter, fuel/water separator		X		
Glow plugs for starting aid (not ether)		X		
Extended life coolant		X		
The radiator shall have a sight gauge		X		
Reversible cooling fan powered by a hydraulic or electric motor (not belt driven)		X		

Engine compartment rear door shall open 90 degrees approx	X		
DRIVETRAIN / UNDERCARRIAGE:	**YES**	**NO**	**DETAILS / COMMENTS**
Two speed transmission	X		
Elevated positive track drive that keeps drive components away from ground debris	X		
Planetary gear reduction final drive	X		
Track type: molded rubber with composite or steel reinforcement	X		
Track width: 15-inches approx.	X		17.7 inch
Machine ground pressure shall not exceed 6.0 psi	X		
The loader shall have a load sensing valve which automatically de-strokes the hydrostatic pump to reduce the chance of stalling the engine during lugging			
The Preferred Method for the hydrostatic axial piston pump mounting is to spline directly to the engine			
The loader shall be equipped with a spring-applied, hydraulically released, multi-wet discs park brake			
CAPACITIES:	**YES**	**NO**	**DETAILS / COMMENTS**
Fuel: The fuel tank shall be 30 gallons capacity minimum		X	27.3
Operating weight: 12,000 lb. approx. without counterweights	X		12,5441b
Hydraulic tank: 10 gallons minimum with sight gauge	X		14.59
HYDRAULIC SYSTEM:	**YES**	**NO**	**DETAILS / COMMENTS**
Hydraulic flow: Pump flow of the loader shall be at least 20 gallons per minute and max high flow shall be 30 gallons per minute minimum	X		24 / 42.3
The hydraulic system shall have a cartridge or spin-on filter	X		
Hydraulic pressure: 3,200 psi minimum	X		
Hydraulic power(calculated) of the loader shall be: **A.** 40 hp minimum at low flow. **B.** 75 hp minimum at high flow	X		
The loader shall have a continuous flow switch for high flow auxiliary hydraulics	X		
The loader shall have an electric or hydraulic quick coupler	X		
Hydraulic hoses shall be protected with anti-chaff material and secured to the frame	X		
Hydraulic hoses must have a burst pressure of 4,000 psi minimum	X		

Hydraulic pump shall be engine driven for maximum performance			
PERFORMANCE:	**YES**	**NO**	**DETAILS / COMMENTS**
Operating capacity at 35% of tipping load of 3200 lb. minimum.	X		3,999 lb
Operating capacity at 50% tipping load of 4600 lb. minimum	X		5700 lbs
Lift cylinder breakout force of 6000 lb. minimum.	X		6816 lb
Tilt breakout force of 7200 lb. minimum	X		8150 lb
Ground travel speed: A. 5.1 mph. minimum in low. B. 7.5 mph minimum in high	X		7.8 mph
Tipping load of 9200 lb. minimum	X		11,415 lb
Machine must incorporate a vertical lift loader linkage allowing for higher lift, longer reach and near vertical lift path and a minimum of 28 inches of reach at max lift	X		
Bucket must be self-leveling in the raised/lower mode	X		
ELECTRICAL:	**YES**	**NO**	**DETAILS / COMMENTS**
Voltage: 12 Volt system	X		
Battery: 850 Cold cranking amps minimum	X		1000
Alternator: 90 Amps minimum.			
Battery disconnect switch shall be included for machine security	X		
Wiring harnesses shall be braided, color coded and numbered for easy diagnostics	X		
The loaders fuse box shall be located within the cab space	X		
The loader shall be equipped with front and rear work lights	X		
OPERATOR COMPARTMENT:	**YES**	**NO**	**DETAILS / COMMENTS**
The loader shall be equipped with Rollover & Falling Object Protection System protective structure	X		
The loader shall have indicators for air filter restriction, alternator output, engine coolant temperature, hydraulic filter restriction, hydraulic oil temperature and parking brake engaged	X		
Audible warnings for coolant temperature, engine oil pressure and hydraulic oil temperature	X		
The loader shall be equipped with an audible electric back-up alarm			
The loader shall have a backup camera with a full view screen within the line of sight of the operator	X		

The loader shall have a suspension seat with a seat belt	X		
The loader shall have a sealed pressurized cab with factory installed air conditioning, defrost and heating	X		
The loader shall use hydraulic joystick controls with no mechanical linkages (to prevent wear and not require adjustments).	X		
The loader shall have a fuel gauge and hour meter mounted overhead, within the operator's line of sight	X		
The loader shall have joystick controls, no foot controls to operate loader arm, tilt function	X		
The loader shall have an arm rest interlock, seat or similar device shall restrict loader operation	X		
Grab handles shall be provided to assist operator mounting and dismounting the loader	X		
The loader shall have skid resistant steps for operator safety	X		
The loader shall have a storage compartment with the operator's handbook installed	X		
The loader shall be equipped with a dome light, headliner and horn.	X		
The loader shall be equipped with a Weather Band Receiver. Basic AM-FM, LED Display	X		
SAFETY:	**YES**	**NO**	**DETAILS / COMMENTS**
The loader shall have a dead engine lower handle to allow the lift arms to be lowered inside the cab, in case of a dead engine and no electrical power	X		
The loader shall have an anti-theft security system	X		
The loader shall have an emergency exit	X		
The cab door must be equipped with 2 quick release handles that do not require tools to remove	X		
Tilt-up operator's compartment	X		
The machine shall not have any daily maintenance points that require lifting of the cab structure	X		Does NOT
The loader shall be joystick controlled. One joystick to control the loaders steering functions and a second joystick to control the bucket/attachment functions	X		
The loader shall have a spring applied, hydraulically released parking brake that will engage when the arm bar is raised and shall be	X		

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

_____
(Printed Name)

_____
(Title)

_____
(Date)

BY: Carman Fortenberry - Monk JCB
(Vendor's Authorized Representative)

Carman Fortenberry
(Printed Name)

Government Sales
(Title)

3/25/26
(Date)

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that Monk JCB (Company Name) is a

☒ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	Carma Fortenberry
TITLE OF AUTHORIZED AGENT	Government Sales
DATE	4/7/26

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			$	$
2	JCB 400T Compact Track Loader	1		$101,369.79	$
3				$	$
4				$	$
5				$	$
TOTAL FIRM FIXED PRICE					$
6	**DELIVERY** – Number of calendar days for delivery after receipt of the order:			90 calendar days	

Name of Firm:	Monk JCB
RFP #:	2466
RFP Name:	Compact Track Loader

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	[signature]
PRINTED NAME OF AUTHORIZED AGENT:	Carman Fortenberry
TITLE OF AUTHORIZED AGENT:	Governmental Sales
DATE OF SIGNATURE:	4/7/26

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:	Monk JCB		
STREET ADDRESS:	11211 North Frwy		
CITY: Houston	**STATE:** TX	**ZIP:** 77037	
CONTACT NAME:	Carman Fortenberry		
CONTACT EMAIL: Carman.Fortenberry@monkJCB.com		**CONTACT PHONE:**	940-372-0072
***UEI #**		****TIN #**	

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

Carman Fortenberry Governmental Sales 4/7/26

PRINTED NAME & TITLE **DATE**

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: Carman Fortenberry

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	City of Tomball Texas
Company Address:	501 James ST Tomball, TX 77375
Contact Name/Title/Phone:	Vincent Mendez - Fleet Foreman 281 290 1436
Contact Email:	vmendez@TomballTX.gov
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	sold JCB Hydradig 110W
Brief Description of Services:	

REFERENCE 2:

Company Name:	City of Lake Jackson Texas
Company Address:	101 Carma Lane Lake Jackson, TX 77566
Contact Name/Title/Phone:	Joe Garza - Fleet Mgr - 979-415-2930
Contact Email:	J.garza@lakejacksontx.gov
Contract Award Date:	2/7/2026
Contract Completion Date:	2/28/2026
Contract Project Name:	JCB 505
Brief Description of Services:	

REFERENCE 3:

Company Name:	County of Galveston Texas
Company Address:	722 Moody Ave, 4th Floor Galveston, TX 77550
Contact Name/Title/Phone:	Frank Rodriguez - Purchasing Agent - 409-770-5372
Contact Email:	Francisco.rodriguez@galvestoncountytx.gov
Contract Award Date:	2/5/26
Contract Completion Date:	
Contract Project Name:	JCB Hydrading 110W
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00.

b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $2,000,000.00 per each occurrence/ aggregate; Property Damage $1,000,000.00 per each occurrence.

d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.

B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

Carman Fortenberry - Gov Sales
PRINTED NAME, TITLE

Monk JCB
COMPANY

4/7/26
DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
✓ Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
✓ Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

a. This Contract and all exhibits listed, contained, or referenced in this Contract.

b. All Addenda issued before the Effective Date of this Contract;

c. All Alternates accepted by the Entity before the Effective Date of this Contract;

d. All Change Orders issued after the Effective Date of this Contract; and

e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that $100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.

c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.

d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.

f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1.	ATTACHMENT A	SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2.	ATTACHMENT B	PRICING SHEET
3.	ATTACHMENT C	SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4.	ATTACHMENT D	CUSTOMER/CLIENT REFERENCES
5.	ATTACHMENT E	CERTIFICATE OF INSURANCE (IF APPLICABLE)
6.	ATTACHMENT F	ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7.	ATTACHMENT G	STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8.	ATTACHMENT H	CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9.	ATTACHMENT I	DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10.	ATTACHMENT J	TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11.	ATTACHMENT K	BIDDER'S CERTIFICATION
12.	ATTACHMENT L	NON-COLLUSION AFFIDAVIT

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1443902

Date Filed:
04/07/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Monk Machinery, LLC dba Monk JCB
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of La Marque

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2466
Construction Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bryan, Monk	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 4/7/26
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ATTACHMENT J:TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES **FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

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 A3 – Request for Payment

Project Name:	Purchase of ARPA # 2466		
Vendor Name:	Monk JCB		
Date of Request:			
Contact Name:	Carman Fortenberry		
Contact Phone:	940-372-0072	**Contact Email:**	Carman.Fortenberry@MonkJCB.com

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING $100,000)

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

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

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

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

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

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	Carman Fortenberry
TITLE OF AUTHORIZED AGENT	Governmental Sales
DATE	4/7/26

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* Name: Street Address: City, State, Zip: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Name: Street Address: City, State, Zip: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known:*** **$**
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	**10b. Individuals Performing Services** *(including address if different from No. 10a)* Name (First, MI, Last): Street Address: City, State, Zip:

11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Name: _____ **Title:** _____

Telephone: _____ **Date:** _____

Federal Use Only	**Authorized for Local Reproduction** **Standard Form – LLL (Rev. 7-97)**

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY
CITY OF LA MARQUE
AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	
Vendor Unique Entity Identifier (UEI) if available	
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	$000,000
Assisted Listing Number (ALN) # 21.027	**FAIN #**

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment ("Contract") is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the "Entity" and [Vendor Name], hereinafter referred to as the "Vendor." Entity and Vendor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Texas First Insurance
7900 Emmett F. Lowry Expy
Texas City TX 77591

CONTACT NAME: Patsy Foster CIC
PHONE (A/C, No, Ext): (409) 934-8044 **FAX (A/C, No):** (409) 935-1883
E-MAIL ADDRESS: patsy.foster@texasfirst.insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Co	13021
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Monk Machinery, LLC, DBA: Monk JCB
11211 N. Freeway
Houston TX 77037

COVERAGES **CERTIFICATE NUMBER:** 2025 ALL LINES **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			85328126	09/01/2025	09/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			85328126	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			85328126	09/01/2025	09/01/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Lessor included in favor of the Certificate Holder on General Liability for Location at 4019 Chance Lane, Rosharon, TX 77583. The General Liability & Business Auto policies include a blanket automatic Additional Insured endorsements that provides additional insured status to the certificate holder and include blanket automatic Waiver of Subrogation endorsements that provides waiver of subrogation wording to the certificate holder and a blanket 30-day Notice of Cancellation endorsement. These endorsements, to the extent provided in the policies, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability and Business Auto policies will pay for a covered loss on a Primary basis and the Company will not seek contribution from the Certificate Holder for such loss. Umbrella follows form.

CERTIFICATE HOLDER
Geo Fat Tire, LP
4305 Chance Lane, Unit 1
Rosharon TX 77583

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
R. C. Blyston

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An official website of the United States government Here's how you know

Federal Service Desk Help During Temporary Government Shutdown
Show Details
Oct 9, 2025

See All Alerts

Revolutionary FAR Overhaul Impacts to SAM.gov
Show Details
Aug 15, 2025

SAM.GOV®

Home Search Data Bank Data Services Help

You have been assigned a Unique Entity ID!

A confirmation email with a copy of this information has been sent to admin@monkjcb.com.

Unique Entity ID

SMCCD3CQHLJ7

MONK MACHINERY LLC
11211 NORTH FWY
HOUSTON, TX 77037-1011 USA

You can **go to your Workspace** to view your Unique Entity ID or update your entity record.

This entity does not have a registration in SAM.gov. It only has a Unique Entity ID. This means you may not be eligible for some awards. You can choose to register your entity now or in the future. Learn more about the difference between only getting a Unique Entity ID and registering your entity.

Go to Homepage | Go to Workspace

City of La Marque

1111 Bayou Road
La Marque, Texas 77568

REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number [RCP-056096]

allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury

COPY

Prepared By: Department of Public Works

Procurement Reference #2466

American Rescue Plan Act (ARPA)
Request for Proposals (RFP)

Date: April 15, 2026

Re: Request for Proposals (RFP) for one (1) 2025 Compact Track Loader with Standard Bucket funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

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

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REQUEST FOR PROPOSALS – GENERAL INFORMATION

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 **SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE**

1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.

1.1.3 **Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.**

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	April 15, 2026
VENDOR QUESTIONS DUE:	April 29, 2026, 10:00 AM
QUESTIONS ANSWERED BY:	Close of Business – May 1, 2026
MANDATORY PRE-PROPOSAL CONFERENCE:	None
MANDATORY SITE VISIT:	None
PROPOSAL DUE DATE:	May 6, 2026, 10:00 AM
ADDRESS:	1109-B Bayou Road, La Marque, Texas 77568
ESTIMATED AWARD DATE:	June 8, 2026
RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	Amanda Hobby

ADDRESS:	1111 Bayou Road, La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	(409) 938-9280

DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT

For email delivery, the Subject Line of the email should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments emailed to the following point of contact:

NAME:	City Clerk
TITLE:	City Clerk
EMAIL ADDRESS:	N/A

If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.

For mail or hand-delivery, deliver response and all attachments to:

NAME:	City Clerk
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road, La Marque, Texas 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.

1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.

1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.

1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE *SECTION 3* AND *EXHIBIT A* FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** One (1) 2025 Compact Track Loader with Standard Bucket

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* **(Attachment A)**.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be received, time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.

2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.

2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.

2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.

2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.

2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.

2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.

3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management (SAM.gov) and the Texas Comptroller's Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 **Freight Charges:** Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 **Delivery Schedule:** Recommended delivery not to exceed 90 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	(409) 938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by **the Entity**. **DO NOT REGISTER ITEM**. Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not

delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/ products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 **Insurance**

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal **(see Attachment E for requirements).** The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such

permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION: **Pass/Fail**

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT: **Pass/Fail**

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS: **100 Points Total**

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

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

Additional Evaluation Criteria
All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below.* ***The proposal submitted must be a firm-fixed price.***

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	100

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and

5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).

5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

5.6.3 The City of La Marque is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description	Quantity	Unit of Measure
1	**2025 Compact Track Loader with Standard Bucket**	1	$99,846.60
	Preventative Maintenance 2 Years or 2,000 Hours	1	$3,257.00
	Total Cost:	$103,103.60	
	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568	
	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	90 days	

The Seller shall deliver all equipment fully assembled and operational with all items such as mounting brackets, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Seller will be required to operate the equipment and demonstrate all features and operational modes to the City of La Marque personnel.

Section 1	Specifications (Minimum)	Describe
Equipment	This specification is to provide for a new, latest production model of compact tracked loader.	Make John Deere Model 333 P-Tier

Section 2	Specifications (Minimum)	Meets Requirement		Describe
ENGINE:		**YES**	**NO**	**DETAILS / COMMENTS**
Type: Diesel tier four (4) final		X		
Horsepower: 95 horsepower minimum		X		108 hp
Liquid cooled, direct injection		X		
Cubic inches: 190 cubic inches approx			X	186 cubic inches
Engine shall be turbo charged with 4 cylinders		X		
Engine shall have an oil filter, fuel/water separator		X		
Glow plugs for starting aid (not ether)		X		
Extended life coolant		X		
The radiator shall have a sight gauge		X		
Reversible cooling fan powered by a hydraulic or electric motor (not belt driven)		X		

Engine compartment rear door shall open 90 degrees approx	X		
DRIVETRAIN / UNDERCARRIAGE:	**YES**	**NO**	**DETAILS / COMMENTS**
Two speed transmission	X		
Elevated positive track drive that keeps drive components away from ground debris	X		
Planetary gear reduction final drive	X		
Track type: molded rubber with composite or steel reinforcement	X		
Track width: 15-inches approx.	X		
Machine ground pressure shall not exceed 6.0 psi	X		4.8 psi
The loader shall have a load sensing valve which automatically de-strokes the hydrostatic pump to reduce the chance of stalling the engine during lugging	X		
The Preferred Method for the hydrostatic axial piston pump mounting is to spline directly to the engine	X		
The loader shall be equipped with a spring-applied, hydraulically released, multi-wet discs park brake	X		
CAPACITIES:	**YES**	**NO**	**DETAILS / COMMENTS**
Fuel: The fuel tank shall be 30 gallons capacity minimum	X		36 gallon capacity
Operating weight: 12,000 lb. approx. without counterweights	X		12,100 LBS
Hydraulic tank: 10 gallons minimum with sight gauge	X		16.9 gallon capacity
HYDRAULIC SYSTEM:	**YES**	**NO**	**DETAILS / COMMENTS**
Hydraulic flow: Pump flow of the loader shall be at least 20 gallons per minute and max high flow shall be 30 gallons per minute minimum	X		25 gpm standard Flow 44 gpm high Flow
The hydraulic system shall have a cartridge or spin-on filter	X		
Hydraulic pressure: 3,200 psi minimum	X		3,500 PSI
Hydraulic power(calculated) of the loader shall be: **A.** 40 hp minimum at low flow. **B.** 75 hp minimum at high flow	X		50 hp Low Flow 78 hp High Flow
The loader shall have a continuous flow switch for high flow auxiliary hydraulics	X		
The loader shall have an electric or hydraulic quick coupler	X		
Hydraulic hoses shall be protected with anti-chaff material and secured to the frame	X		
Hydraulic hoses must have a burst pressure of 4,000 psi minimum	X		16,000 psi burst pressure

Hydraulic pump shall be engine driven for maximum performance	X		
PERFORMANCE:	**YES**	**NO**	**DETAILS / COMMENTS**
Operating capacity at 35% of tipping load of 3200 lb. minimum.	X		3,850 lbs
Operating capacity at 50% tipping load of 4600 lb. minimum	X		5,500 lbs
Lift cylinder breakout force of 6000 lb. minimum.	X		7,800 lbs
Tilt breakout force of 7200 lb. minimum			13,750 lbs
Ground travel speed: A. 5.1 mph. minimum in low. B. 7.5 mph minimum in high	X		8.5 mph max travel speed
Tipping load of 9200 lb. minimum	X		11,000 lbs
Machine must incorporate a vertical lift loader linkage allowing for higher lift, longer reach and near vertical lift path and a minimum of 28 inches of reach at max lift	X		
Bucket must be self-leveling in the raised/lower mode	X		
ELECTRICAL:	**YES**	**NO**	**DETAILS / COMMENTS**
Voltage: 12 Volt system	X		
Battery: 850 Cold cranking amps minimum	X		950 CCA
Alternator: 90 Amps minimum.	X		120-amp charging system
Battery disconnect switch shall be included for machine security		X	JDLink - GPS/geo-fencing notification & additional Anti-theft security system are standard equip.
Wiring harnesses shall be braided, color coded and numbered for easy diagnostics	X		
The loaders fuse box shall be located within the cab space	X		
The loader shall be equipped with front and rear work lights	X		
OPERATOR COMPARTMENT:	**YES**	**NO**	**DETAILS / COMMENTS**
The loader shall be equipped with Rollover & Falling Object Protection System protective structure	X		
The loader shall have indicators for air filter restriction, alternator output, engine coolant temperature, hydraulic filter restriction, hydraulic oil temperature and parking brake engaged	X		
Audible warnings for coolant temperature, engine oil pressure and hydraulic oil temperature	X		
The loader shall be equipped with an audible electric back-up alarm	X		
The loader shall have a backup camera with a full view screen within the line of sight of the operator	X		

The loader shall have a suspension seat with a seat belt	X		
The loader shall have a sealed pressurized cab with factory installed air conditioning, defrost and heating	X		
The loader shall use hydraulic joystick controls with no mechanical linkages (to prevent wear and not require adjustments).	X		
The loader shall have a fuel gauge and hour meter mounted overhead, within the operator's line of sight	X		
The loader shall have joystick controls, no foot controls to operate loader arm, tilt function	X		
The loader shall have an arm rest interlock, seat or similar device shall restrict loader operation	X		
Grab handles shall be provided to assist operator mounting and dismounting the loader	X		
The loader shall have skid resistant steps for operator safety	X		
The loader shall have a storage compartment with the operator's handbook installed	X		
The loader shall be equipped with a dome light, headliner and horn.	X		
The loader shall be equipped with a Weather Band Receiver. Basic AM-FM, LED Display	X		
SAFETY:	**YES**	**NO**	**DETAILS / COMMENTS**
The loader shall have a dead engine lower handle to allow the lift arms to be lowered inside the cab, in case of a dead engine and no electrical power	X		
The loader shall have an anti-theft security system	X		
The loader shall have an emergency exit	X		
The cab door must be equipped with 2 quick release handles that do not require tools to remove	X		
Tilt-up operator's compartment	X		
The machine shall not have any daily maintenance points that require lifting of the cab structure	X		
The loader shall be joystick controlled. One joystick to control the loaders steering functions and a second joystick to control the bucket/attachment functions	X		
The loader shall have a spring applied, hydraulically released parking brake that will engage when the arm bar is raised and shall be	X		

designed to hold the machine in place on a 2 to 1 slope.	X		
When the bucket is in the carry position the operator shall have visibility under the loader arm linkage to the left and right.	X		
DIMENSIONS:	**YES**	**NO**	**DETAILS / COMMENTS**
Maximum operating width of the loader with no bucket shall be no greater than 79-inches.		X	79.9 inches
Loader linkage shall be of a vertical lift style	X		
Bucket hinge pin height at maximum lift shall be at least 125 inches minimum.	X		132 inches
Maximum dump angle shall be between 45 to 55 degrees approx	X		48 degrees
ADDITIONAL:	**YES**	**NO**	**DETAILS / COMMENTS**
Two copies of the operator's, manual. One set may be on cd or flash drive.	X		
Two copies of the complete set of service manuals. One set may be on cd or flash drive.	X		
Two copies of the parts book. One set may be on cd or flash drive	X		
Standard bucket with quick attachment type with bolt on cutting edge.	X		
Loader is to be equipped with additional, external counterweights, maximum weight available. State weight available.	X		525 lbs of external counterweights installed
The seller shall upon finishing any maintenance or repair service shall furnish the City of La Marque an itemized copy of the service or repair record(s) within 10 days after finishing the work.	X		
Speed sensitive ride control.	X		
WARRANTY:	**YES**	**NO**	**DETAILS / COMMENTS**
Warranty and all repairs (except for accidents and negligence by the City of La Marque) shall be provided by the seller for a period of three (2) years or 2000 hours from the date of delivery. All labor, parts, materials, and/or supplies and all transportation, travel time, and mileage shall be provided by the seller at no additional cost to the City of La Marque The prices shall include all labor, travel time, filters, oil, fluid and gaskets required during the preventative agreement. The preventative maintenance shall be performed every 250 hours throughout the extent of the maintenance period. No upcharges or overtime charges. This list is not to be all conclusive. If additional items are listed in manufacturers recommendations, they are to be listed and	X		

included. **Oil Samples**: Oil samples shall be taken and analyzed from each system prior to the recommended drain/change interval 250/500/1000 hours. Maintenance recommendations shall be supplied based on oil analysis and operating information as supplied. **Every 250 hours**: A. Change air fuel and oil filter elements. B. Check inner and outer final drive housings oil level. **Every 500 hours**: A. Lubricate transmission driveshaft universal units (if applicable on model furnished). B. Add coolant conditioner. C. Check air intake hoses. D. Change fuel element(s) E. Check battery electrolyte level and terminals. F. Perform same service as performed at 250 hours. **Every 1,000 hours**: A. Change splitter gear box oil. B. Change inner and outer final drive oil. C. Clean engine crankcase vent tube. D. Measure and adjust engine valve clearances. . Perform same services as performed at 250 and 500 hours. F. Change hydraulic oil and filter. G. Change transmission oil and filter. Any repairs not covered, such as certain wear items, must be in the form of written documentation and be included with the bid clearly listing those items and exceptions.	X		
EXTENDED DOWN TIME:	**YES**	**NO**	**DETAILS / COMMENTS**
Should a loader be down for covered repairs longer than 48 hours, the seller shall furnish the City of La Marque a like loader at no additional cost until the City's loader is returned to service.	X		

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.

The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order

	and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ

	U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).		Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

	Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (d) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 References & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients

	owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.		
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

	earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees

	purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

	in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients

ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

EXHIBIT C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1.	ATTACHMENT A	SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2.	ATTACHMENT B	PRICING SHEET
3.	ATTACHMENT C	SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4.	ATTACHMENT D	CUSTOMER/CLIENT REFERENCES
5.	ATTACHMENT E	CERTIFICATE OF INSURANCE (IF APPLICABLE)
6.	ATTACHMENT F	ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7.	ATTACHMENT G	STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8.	ATTACHMENT H	CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9.	ATTACHMENT I	DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10.	ATTACHMENT J	TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11.	ATTACHMENT K	BIDDER'S CERTIFICATION
12.	ATTACHMENT L	NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	2025 Compact Track Loader W/ Standard Bucket
Name of Respondent:	Douglas Moore
Company:	King Ranch Ag & Turf
Mailing Address:	2135 Gulf Freeway South
City, State, Zip:	League City, TX 77573
Phone Number:	281-338-1300
Company Contact Email Address:	dmoore@king-ranch.com
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	74-2140717

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.		DATE ISSUED

☑ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☑	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☑	B. Pricing Sheet
☑	C. System for Award Management (SAM.gov) Record Search
☑	D. Customer/Client References
☑	E. Certificate of Insurance (if applicable)
☑	F. Ethics and Conflict of Interest Acknowledgement
☑	G. Statement of Conflicts of Interest (if any)
☑ ☑	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Douglas Moore
AUTHORIZED SIGNATURE:	*Douglas Moore*
TITLE OF AUTHORIZED AGENT:	Government Sales Rep
DATE OF SIGNATURE:	05/04/2026

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A	1	Each	$ 103, 103.60	$ 103,103.60
2				$	$
3				$	$
4				$	$
5				$	$
TOTAL FIRM FIXED PRICE					$ 103,103.60
6	**DELIVERY** – Number of calendar days for delivery after receipt of the order:			90 calendar days	

Name of Firm:	King Ranch Ag & Turf
RFP #:	2466
RFP Name:	(1) 2025 Compact Track Loader With Standard Bucket

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	*Douglas Moore*
PRINTED NAME OF AUTHORIZED AGENT:	Douglas Moore
TITLE OF AUTHORIZED AGENT:	Government Sales Rep
DATE OF SIGNATURE:	05/04/2026

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:	King Ranch Inc.		
STREET ADDRESS:	3 Riverway Suite 1600		
CITY: Houston	**STATE:** TX	**ZIP:** 77056	
CONTACT NAME:	Doug Moore		
CONTACT EMAIL:	dmoore@King-Ranch.com	**CONTACT PHONE:**	832-248-4091
***UEI #**		****TIN #**	74-0726547

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
DM	**We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.**
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE		
Douglas Moore -	Govt Sales Rep.	5/4/26
PRINTED NAME & TITLE		**DATE**

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: King Ranch Ag & Turf

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	Galveston County Road & Bridge
Company Address:	5115 Hwy 3 Dickinson, TX 77539
Contact Name/Title/Phone:	Clayton Comeaux/Drainage Manager/281-534-4152
Contact Email:	clayton.comeaux@co.galveston.tx.us
Contract Award Date:	11/2024
Contract Completion Date:	06/2025
Contract Project Name:	ITB24-020
Brief Description of Services:	Rotary Slope Mower Tractor

REFERENCE 2:

Company Name:	City of Santa Fe
Company Address:	11702 11th St Santa Fe, TX 77510
Contact Name/Title/Phone:	Billy Creppon/Director of Public Works/409-925-8933
Contact Email:	bcreppon@ci.santa-fe.tx.us
Contract Award Date:	10/2025
Contract Completion Date:	02/2026
Contract Project Name:	Tractor & Boom Mower Replacement
Brief Description of Services:	105 hp John Deer Tractor & 18ft Boom Mower

REFERENCE 3:

Company Name:	City of Galveston
Company Address:	502 32nd St Galveston, TX 77553
Contact Name/Title/Phone:	David Smith/Executive Director/409-797-3920
Contact Email:	dsmith@galvestontx.gov
Contract Award Date:	11/22
Contract Completion Date:	12/22
Contract Project Name:	John Deere Excavators
Brief Description of Services:	(3) Compact Excavators

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00.

b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $2,000,000.00 per each occurrence/ aggregate; Property Damage $1,000,000.00 per each occurrence.

d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.

B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

Douglas Moore
SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

King Ranch Ag & Turf
COMPANY

Douglas Moore - Government Sales Rep
PRINTED NAME, TITLE

05/04/2026
DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Kay Ranch AG & Turf

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.**

N/A

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.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — Date: 5/4/26

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING $100,000)

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

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

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

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

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

The Contractor, King Ranch Ag & Turf _____ (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURE	Douglas Moore
NAME OF AUTHORIZED AGENT	Douglas Moore
TITLE OF AUTHORIZED AGENT	Government Sales Rep
DATE	05/02/26

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☑ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☑ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☑ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☑ Prime ☐ Subawardee Tier _____, *if known:* Name: King Ranch Ag & Turf Street Address: 2135 Gulf Fwy So City, State, Zip: League City, TX 77573 **Congressional District, if known:** 14th	Name: Street Address: City, State, Zip: **Congressional District, if known:**
6. Federal Department/Agency: U.S. Dept of Treasury	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known:*** $ 103,103.60
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Douglas Moore Street Address: 2135 Gulf Fwy So City, State, Zip: League City, TX 77573	**10b. Individuals Performing Services** *(including address if different from No. 10a)* Name (First, MI, Last): Street Address: City, State, Zip:

11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Name: Douglas Moore **Title:** Govt Solns Rep

Telephone: 832-248-4091 **Date:** 5/4/26

Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J:TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES **FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that King Ranch Ag & Turf (Company Name) is a

☑ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

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

SIGNATURE	Douglas Moore
NAME OF AUTHORIZED AGENT	Douglas Moore
TITLE OF AUTHORIZED AGENT	Government Sales Rep
DATE	05/04/26

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF Galveston §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: Douglas M. Moore

Printed Name: Douglas Moore

Title: Governmental Sales Rep

Company: King Ranch Ag & Turf

Date: 05/04/26

SUBSCRIBED and sworn to before me the undersigned authority by Douglas M Moore on the 5th day of May, 20 26 on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: 10-31-26

KYLE HUMPHREY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-31-26
Notary ID # 13404207-1

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY
CITY OF LA MARQUE
AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	
Vendor Unique Entity Identifier (UEI) if available	
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	$000,000
Assisted Listing Number (ALN) # 21.027	**FAIN #**

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment ("Contract") is made and entered into this [Date], by and between City of La Marque, Texas, hereinafter referred to as the "Entity" and [Vendor Name], hereinafter referred to as the "Vendor." Entity and Vendor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	**Vendor Name**	King Ranch Ag & Turf
Entity Address 1	1111 Bayou Road	**Vendor Address 1**	2135 Gulf Freeway South
Entity Address 2	La Marque, Texas 77568	**Vendor Address 2**	League City, TX 77573
Entity Representative for Project		**Vendor Representative for Project**	
Name	Amanda Hobby	**Name**	Doug Moore
Title	Assistant Director of Public Works	**Title**	Government Sales Rep
Phone	(409) 795-7996	**Phone**	832-248-4091
Email	a.hobby@cityoflamarque.org	**Email**	dmoore@king-ranch.com
Entity Billing Contact		**Vendor Billing Contact**	
Name	Deborah Bonsignore	**Name**	Doug Moore
Title	Accounts Payable Clerk	**Title**	Accts Receivable
Phone	(409) 938-9214	**Phone**	713-287-2787
Email	d.bonsignore@cityoflamarque.org	**Email**	dmoore@king-ranch.com

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

a. This Contract and all exhibits listed, contained, or referenced in this Contract.

b. All Addenda issued before the Effective Date of this Contract;

c. All Alternates accepted by the Entity before the Effective Date of this Contract;

d. All Change Orders issued after the Effective Date of this Contract; and

e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that $100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.

c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.

d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.

f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] ($000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and

the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.

c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

a. Entity will cooperate in a timely manner in providing information regarding its requirements.

b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.

c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.

d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.

e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.

b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.

b. Provide a warranty on all purchased equipment.

c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.

d. Provide and maintain all original and copies of supporting documentation.

e. Furnish progress reporting as determined or requested by the Entity.

f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B.**

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have ready and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest (state.tx.us), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be

incorporated into this Contract.

d. Licenses, Permits, Taxes, Fees, Laws, and Regulations

i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.

ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.

iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

_____
(Printed Name)

_____
(Title)

_____
(Date)

BY: King Ranch Ag & Turf
(Vendor's Authorized Representative)

Douglas Moore
(Printed Name)

Government Sales Rep
(Title)

05/04/26
(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
John Deere 333P-Tier Compact Track Loader	$ 103,103.60
	$
	$
	$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	$ 103,103.60

Exhibit A3 – Request for Payment

Project Name:	(1) 2025 Compact Track Loader		
Vendor Name:	King Ranch Ag & Turf		
Date of Request:	04/02/26		
Contact Name:	Doug Moore		
Contact Phone:	832-248-4091	**Contact Email:**	dmoore@king-ranch.com

Item for Payment		Description	Unit Cost or Percent Complete	# of Units	Total Amount
333 P-Tier		John Deere Compact Track Loader	$103,103.60	1	$103,103.60
		TOTAL			$103,103.60

X	Attachments
1	84" Standard Bucket

Submitted By	
Name and Title	Douglas Moore - Government Sales Rep
Signature	Douglas Moore

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (11) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (12) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (13) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (14) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (15) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (16) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (g) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (h) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (b) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (c) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (i) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (j) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (k) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (l) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (d) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (e) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (f) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 References & Other Regulations		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(c) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (d) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	available by law.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. c. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. d. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and	Section 9901 of the American Rescue Plan Act,	Contractor RFP/IFB Contractor RFQ Subrecipients

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	enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

Exhibit C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: https://www.ethics.state.tx.us/filinginfo/1295/ and must be returned with the certification number assigned after completion

JOHN DEERE | KING RANCH AG & TURF

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Quote Id 1864166

Creation Date 03-Apr-2026

Expiration Date 06-Jun-2026

Customer Notes

Procurement Reference #2466
RFP for one (1) 2025 Compact Track Loader (w/ Standard Bucket)
KRAT Customer #21320
Sourcewell Account # 158014

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2026 JOHN DEERE 333 PTier Compact Track Loader 00V0T-1T0333PAHTFE28456	**$140,694.00**	**$99,846.60**	**1**	**$99,846.60**
Contract: C&F Sourcewell #011723 (PG CV CG 73) CCE				
2 Year or 2,000 Hours Preventive Maintenance				**$3,257.00**
Equipment Total				**$103,103.60**

Quote Summary	
Total Selling Price	$103,103.60
Sub-total	**$103,103.60**
Balance Due	**$103,103.60**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE | KING RANCH AG & TURF

JOHN DEERE

Selling Equipment

Quote # 1864166

Customer CITY OF LA MARQUE

New 2026 JOHN DEERE 333 PTier Compact Track Loader 00V0T

QTY In Group : 1

Hours	0
Serial Number	1T0333PAHTFE28456
Stock Number	68165
Contract	C&F Sourcewell #011723 (PG CV CG 73) CCE
PUK Parent Serial #	- - -

Suggested List
$143,951.00

Selling Price
$103,103.60

Discount Amount
($40,847.40)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
00V0T	333 PTier Compact Track Loader	1	$125,077.00	30.0%	($37,523.10)	$87,553.90

Base / Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
0202	United States	1	$0.00	30.0%	$0.00	$0.00
183N	JDLink	1	$0.00	30.0%	$0.00	$0.00
1950	Less Application	1	$0.00	30.0%	$0.00	$0.00
0259	English Operator's Manual	1	$0.00	30.0%	$0.00	$0.00
2000	Less Code	1	$0.00	30.0%	$0.00	$0.00
0351	Translated Text Labels	1	$0.00	30.0%	$0.00	$0.00
1100	Less Detection System	1	$0.00	30.0%	$0.00	$0.00
1362	2Inch Seat Belt with Shoulder Harness	1	$0.00	30.0%	$0.00	$0.00
2940	Less Grade Control	1	$0.00	30.0%	$0.00	$0.00
8059	Cab Severe Duty Polycarbonate Door	1	$2,432.00	30.0%	($729.60)	$1,702.40
8049	Engine Air Precleaner	1	$503.00	30.0%	($150.90)	$352.10
8934	84 In. Heavy Duty Construction Bucket 21.0 Cu Ft w Edge	1	$2,648.00	30.0%	($794.40)	$1,853.60

0953	Surround View	1	$2,929.00	30.0%	($878.70)	$2,050.30
5604	Wide Offset Block Lug Rubber Tracks 17.7 In. 450 mm	1	($331.00)	30.0%	$99.30	($231.70)
8048	Counterweight, Triple Set	1	$1,242.00	30.0%	($372.60)	$869.40
0518	Level 5 Package Prem Cab AC, 2Spd, BPP Adj, Hi Flow, SL, RC, Power QT, Vent Seat, Dlx Lts, Rev Fan, Adv Display, Radio WMic, Rea	1	$1,658.00	30.0%	($497.40)	$1,160.60
Total Base / Options			**$136,158.00**		**($40,847.40)**	**$95,310.60**

Technology Options

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
		1	$0.00	30.0%	$0.00	$0.00
		1	$0.00	30.0%	$0.00	$0.00
Total Technology Options			**$0.00**		**$0.00**	**$0.00**

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount $	Adjusted Selling Price
1001	Freight Serial Number: - - - Stock Number: - - -	1	$2,500.00	0.0%	$0.00	$2,500.00
1002	PDI Serial Number: - - - Stock Number: - - -	1	$975.00	0.0%	$0.00	$975.00
1003	Delivery Serial Number: - - - Stock Number: - - -	1	$300.00	0.0%	$0.00	$300.00
OMT464482X019_36	Operators Manual (USB) Serial Number: - - - Stock Number: - - -	1	$259.00	0.0%	$0.00	$259.00
TM14843X019_46	Service/Parts Manual (Printed) Serial Number: - - - Stock Number: - - -	1	$265.00	0.0%	$0.00	$265.00
1T0334PA_F_01130	Service/Parts Manual (USB) Serial Number: - - - Stock Number: - - -	1	$237.00	0.0%	$0.00	$237.00
Total Dealer Attachments			**$4,536.00**		**$0.00**	**$4,536.00**

Value Added Services

Description	Qty			Agreed Price
2 Year or 2,000 Hours Preventive Maintenance	1			$3,257.00
Total Value Added Services				**$3,257.00**
Selling Price Subtotal				**$103,103.60**
Total Selling Price		**$143,951.00**	**($40,847.40)**	**$103,103.60**

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE), FORESTRY AND UTILITY PRODUCTS US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers**: (Model year 2024 and newer) 12 months Full Machine Standard Warranty; 36 months or 10,000 hours (whichever comes first) StructurALL Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be

liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

   Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

   Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

   StructurALL Warranty does not apply to:
   1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
   2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
   3. Cut-to-Length Forestry Heads and Slash Bundler Units.
   4. Crawlers equipped with optional side booms.
   5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
   6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1330 Post Oak Blvd., 3rd Floor Houston TX 77056	CONTACT NAME: Clarissa Garza PHONE (A/C, No, Ext): 713-470-4246 FAX (A/C, No): 832-485-4001 E-MAIL ADDRESS: cagarza@alliant.com
INSURED Robstown Hardware Company / Robstown Hardware Company dba King Ranch Ag & Turf 12725 Cude Cemetery Rd. Willis, TX 77318	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Fireman's Fund Indemnity Corpo — 11380 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 927056521 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR		Y	USZ00106325	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WLRC72792506	5/1/2025	5/1/2026	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Workers Compensation policy contains a blanket Waiver of Subrogation endorsement to any person or organization where required by written contract or agreement, executed prior to the loss, per form WC 00 03 13 (11/05). The Umbrella policy provides coverage excess of the Employers Liability coverages on a follow form basis subject to the terms and conditions of the Umbrella policy.

CERTIFICATE HOLDER

City of La Marque
4916 Texas Ave, Ste C
La Marque, TX 77568

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Russ E Bacon

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Workers' Compensation and Employers' Liability Policy

Named Insured KING RANCH, INC 3 RIVERWAY STE 1600 HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C72792506
Policy Period 05-01-2025 **TO** 05-01-2026	Effective Date of Endorsement 05-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

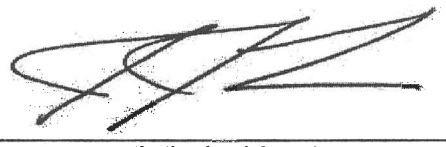
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sentry Insurance
1800 North Point Drive
Stevens Point, WI 54481

CONTACT NAME: Sentry Customer Service
PHONE (A/C, No, Ext): 800-473-6879 FAX (A/C, No): 800-514-7191
EMAIL ADDRESS: businessproducts_direct@sentry.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentry Select Insurance Company	21180
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robstown Hardware Company / Robstown Hardware Company
King Ranch Ag & Turf
12725 Cude Cemetery Rd
Willis, TX 77318-6468

COVERAGES **CERTIFICATE NUMBER:** 4557207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			2497864006	05/01/2025	05/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			2497864009	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	ERRORS & OMISSIONS			2497864005	05/01/2025	05/01/2026	Employee Benefits / Errors & Omissions: Occurrence Limit / Annual Aggregate Limit / Deductible All Other Errors & Omissions: Occurrence Limit / Annual Aggregate Limit / Deductible	$ 500,000 / $ 1,000,000 / $ 1,000 $ 250,000 / $ 500,000 / $ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of La Marque
4916 Texas Ave Ste C
La Marque, TX 77568-3048

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Hyland

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: XXXXXX7716

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Cecil Rambo	**NAMED INSURED** Robstown Hardware Company / Robstown Hardware Company King Ranch Ag & Turf
POLICY NUMBER 2497864006	
CARRIER Sentry Select Insurance Company	**NAIC CODE** 21180
	EFFECTIVE DATE: 05/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sentry Insurance
1800 North Point Drive
Stevens Point, WI 54481

CONTACT NAME: Sentry Customer Service
PHONE (A/C, No, Ext): 800-473-6879 **FAX (A/C, No):** 800-514-7191
EMAIL ADDRESS: businessproducts_direct@sentry.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentry Select Insurance Company	21180
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robstown Hardware Company / Robstown Hardware Company
King Ranch Ag & Turf
12725 Cude Cemetery Rd
Willis, TX 77318-6468

COVERAGES **CERTIFICATE NUMBER:** 4557207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Cyber Liability and Data Breach Response**		N / A	2497864010	05/01/2025	05/01/2026	Policy Aggregate Limit of Liability	$ 100,000
							Retention	$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of La Marque
4916 Texas Ave Ste C
La Marque, TX 77568-3048

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AUTHORIZED REPRESENTATIVE
John Hyland

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AGENCY CUSTOMER ID: XXXXXX7716

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Cecil Rambo	**NAMED INSURED** Robstown Hardware Company / Robstown Hardware Company King Ranch Ag & Turf
POLICY NUMBER 2497864010	
CARRIER Sentry Select Insurance Company	**NAIC CODE** 21180
	EFFECTIVE DATE: 05/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

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An official website of the United States government Here's how you know

Contract Awards Scheduled Maintenance
Show Details
Mar 30, 2026

Revolutionary FAR Overhaul Impacts to SAM.gov
Show Details
Aug 15, 2025

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

< Core Data

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Points of Contact
  - Assertions
    - Reps and Certs (FAR/DFARS)
    - Reps and Certs (Financial Assistance)
  - Exclusions
  - Responsibility / Qualification

Entity Information

KING RANCH, INC.

Active Registration

Unique Entity ID
FWZDNWVWGAB5

CAGE/NCAGE
4WP57

Expiration Date
Mar 20, 2027

Physical Address
3 Riverway
Suite 1600
Houston, Texas
77056-1967, United States

Mailing Address
3 Riverway STE 1600
Houston, Texas
77056-1967, United States

Purpose of Registration
All Awards

Version
Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
https://www.king-ranch.com

Division Name
King Ranch Inc

Division Number
(blank)

Congressional District
Texas 38

State/Country of Incorporation
Texas, United States

Registration Dates

Activation Date
Mar 24, 2026

Initial Registration Date
Oct 22, 2007

Submission Date
Mar 20, 2026

Owner	CAGE	Legal Business Name
Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Entity Dates

Entity Start Date
May 11, 2011

Fiscal Year End Close Date
Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☑ Yes

ENTITY TYPES

Business Types

Entity Structure	**Corporate Entity (Not Tax Exempt)**
Entity Type	**Business or Organization**
Profit Structure	**For Profit Organization**
Organization Factors	**(blank)**

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments

Debt Subject To Offset ⓘ

No	No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **4WP57**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

PHILIP T MULLETT

Address
Three RIVERWAY, Suite 1600
Houston, Texas 77056
United States

Government Business

Primary Point of Contact

PHILIP T MULLETT

Address
Three RIVERWAY, Suite 1600
Houston, Texas 77056
United States

Past Performance

Primary Point of Contact

WILLIAM R MURPHY

Address
Three RIVERWAY, Suite 1600
Houston, Texas 77056
United States

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1440439

Date Filed:
03/31/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

King Ranch Ag & Turf
League City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of La Marque

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Procurement Ref # 2485
Parts, Sales, Service of John Deere and other vendors of agricultural and commercial equipment.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Dennis Bielamowicz, and my date of birth is 10/17/1967.

My address is 2202 Lilyden Court, League City (city), TX (state), 77573 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 31 day of March (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Shannon Breaux
Name of Respondent:	Shoppa's Farm Supply, Inc.
Date of Rating:	5/20/2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal		✓	
2.	Financial Stability		✓	
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20		
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20		
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60		
	TOTAL AVAILABLE POINTS	**100**		

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☑	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☑	B. Pricing Sheet
☑	C. System for Award Management (SAM.gov) Record Search
☑	D. Customer/Client References
☑	E. Certificate of Insurance (if applicable)
☑	F. Ethics and Conflict of Interest Acknowledgement
☑	G. Statement of Conflicts of Interest (if any)
☐ ☑	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Shannon Breaux
AUTHORIZED SIGNATURE:	Shannon Breaux
TITLE OF AUTHORIZED AGENT:	Director Of Public Works
DATE OF SIGNATURE:	5/20/2026

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Shannon Breaux
Name of Respondent:	Monk JCB
Date of Rating:	5/20/2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	19	Score reduced because several specification responses did not include detailed written explanations.
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	Full points awarded because respondent demonstrated ability to meet delivery requirments and provide local dealer support and service capabilities.
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	54	Score reduced because proposal pricing was higher than the competing proposal recieved.
	TOTAL AVAILABLE POINTS	**100**	93	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☑	F. Ethics and Conflict of Interest Acknowledgement
☑	G. Statement of Conflicts of Interest (if any)
☐ ☑	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Shannon Breaux
AUTHORIZED SIGNATURE:	Shannon Breaux
TITLE OF AUTHORIZED AGENT:	Director of Public Works
DATE OF SIGNATURE:	5/20/2026

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Shannon Breaux
Name of Respondent:	King Ranch
Date of Rating:	5/20/2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	Full points awarded because proposal met or exceeded requested specifications and included relevant municipal experience.
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	Full points awarded because respondant demonstrated ability to meet delivery requirements, provide preventative maintenance, and support replacement equipment needs.
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	57	Score reduced because total proposal cost exceeded $100,000.
	TOTAL AVAILABLE POINTS	**100**	97	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	Shoppa's Farm Supply (Track Loader)
Date of Rating:	May 19, 2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria John Deere 333P $97,622.60

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal		X	Incomplete Bid
2.	Financial Stability		X	
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20		
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20		
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60		
	TOTAL AVAILABLE POINTS	**100**		

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	King Ranch Ag + Turf (Track Loader)
Date of Rating:	May 19, 2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria John Deere 333 P-Tier

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	X		
2.	Financial Stability	X		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	Well known local vendor Co-op Vendor
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	3 refereences
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	Valid until 6-6-26
	TOTAL AVAILABLE POINTS	**100**	100	$103,103.60

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☑	G. Statement of Conflicts of Interest (if any)
☑ ☐	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Amanda Hobby
AUTHORIZED SIGNATURE:	Amanda Hobby
TITLE OF AUTHORIZED AGENT:	Asst. Public Works Director
DATE OF SIGNATURE:	May 19, 2026

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

$109,756.39

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	JCB Monk (Track Loader)
Date of Rating:	May 19, 2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria JCB 400 T

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	X		
2.	Financial Stability	X		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	Well known vendor
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	3 references
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	45	Higher Warranty Cost Valid 30 days
	TOTAL AVAILABLE POINTS	**100**	85	$101,369.79

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☑	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☑	B. Pricing Sheet
☑	C. System for Award Management (SAM.gov) Record Search
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☑	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000)
☐	Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

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AUTHORIZED AGENT NAME:	Amanda Hobby
AUTHORIZED SIGNATURE:	Amanda Hobby
TITLE OF AUTHORIZED AGENT:	Asst. Director of Public Works
DATE OF SIGNATURE:	May 19, 2026

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of LaMarque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	David Merrymen
Name of Respondent:	Kirby Ranch ~~Skid~~ Truck Loader
Date of Rating:	5/15/26

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	18	3 References 1 county 2 municipal
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	18	w/ counties
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	55	103, 103.60
	TOTAL AVAILABLE POINTS	**100**	91	

ATTACHMENT A (CONTINUED)

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AUTHORIZED AGENT NAME:	David Merryman
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	fire chief / EMC
DATE OF SIGNATURE:	5/05/26

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	David Merryman
Name of Respondent:	SCB
Date of Rating:	5/19/26

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	15	1 county 2 municipal references
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	15	Warrenton no Cooper
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	50	109,756.35
	TOTAL AVAILABLE POINTS	**100**	80	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☑	L. Non-Collusion Affidavit
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AUTHORIZED AGENT NAME:	David Merryman
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Fire Chief / EMC
DATE OF SIGNATURE:	5/19/26

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of Lamarque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	CWoggoner
Name of Respondent:	Monk JCB
Date of Rating:	05/19/26

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	**100**	100	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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AUTHORIZED AGENT NAME:	C. Waggoner
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Deputy Chief of Police
DATE OF SIGNATURE:	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	C Waggoner
Name of Respondent:	King Ranch
Date of Rating:	05/19/26

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	**100**	100	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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AUTHORIZED AGENT NAME:	Chad Waggoner
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Deputy Chief of Police
DATE OF SIGNATURE:	05/19/20

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of LaMarque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	~~King Ranch / Compact Track Loader~~ Venisha Henderson
Name of Respondent:	King Ranch / Compact Track Loader
Date of Rating:	5-19-2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

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1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	15	
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	15	
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	50	
	TOTAL AVAILABLE POINTS	**100**	80	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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AUTHORIZED AGENT NAME:	Venisha Henderson
AUTHORIZED SIGNATURE:	Venisha Henderson
TITLE OF AUTHORIZED AGENT:	Utility Billing Supervisor
DATE OF SIGNATURE:	5-19-2024

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of LaMarque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Venisha Henderson
Name of Respondent:	JCB
Date of Rating:	5-19-2024

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1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	10	
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	10	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	40	
	TOTAL AVAILABLE POINTS	**100**	100	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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AUTHORIZED AGENT NAME:	Venisha Henderson
AUTHORIZED SIGNATURE:	Venisha Henderson
TITLE OF AUTHORIZED AGENT:	Utility Billing Supervisor
DATE OF SIGNATURE:	5-19-2024

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.V.
Prepared by: Shannon Breaux
Reviewed by:
Department: Public Works

AGENDA ITEM DESCRIPTION:
Awarding a contract to King Ranch Ag & Turf for the purchase of one (1) Boom Mounted Mower in the amount of $163,978.77 utilizing American Rescue Plan Act (ARPA) funding - *Public Works*

STAFF BRIEFING:
Staff recommends awarding the contract to King Ranch Ag & Turf based on the proposal evaluation process and overall value to the City. King Ranch Ag & Turf is a local vendor that participates in both HGAC and Sourcewell cooperative purchasing programs and has a proven track record of providing equipment, service, and maintenance support to the City. Staff determined the proposed pricing to be fair and reasonable and the proposal to be in the best interest of the City.

HISTORY:
The City issued a Request for Proposals (RFP) for one (1) Boom Mounted Mower funded through the American Rescue Plan Act (ARPA). Proposals were received and evaluated in accordance with the established evaluation criteria. Following review of qualifications, capacity to perform, and pricing, King Ranch Ag & Turf received the highest overall evaluation and was determined to provide the best value to the City.

FISCAL IMPACT:
The total purchase price is **$163,978.77**. ARPA funding in the amount of **$150,000.00** has been allocated for this purchase. The remaining **$13,978.77** will be funded by the City.

City of La Marque

1111 Bayou Road
La Marque, Texas 77568

REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number [RCP-056096]

allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury

Prepared By: Department of Public Works

Procurement Reference #2485

American Rescue Plan Act (ARPA)
Request for Proposals (RFP)

Date: March 11, 2026

Re: Request for Proposals (RFP) for one (1) 2025 Tractor with Boom Mounted Mower funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

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

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AMERICAN RESCUE PLAN ACT (ARPA) REQUEST FOR PROPOSALS (RFP) **2**

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SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 **SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE**

1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.

1.1.3 **Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.**

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	March 11, 2026
VENDOR QUESTIONS DUE:	March 25, 2026, 10:00 AM
QUESTIONS ANSWERED BY:	Close of Business – April 1, 2026
MANDATORY PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	None
MANDATORY SITE VISIT : The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	None
PROPOSAL DUE DATE:	April 8, 2026, 10:00 AM
ADDRESS:	1109-B Bayou Road, La Marque, Texas 77568
ESTIMATED AWARD DATE:	April 27, 2026

RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	City Clerk
ADDRESS:	1111 Bayou Road, La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	(409) 938-9259
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For email delivery, the Subject Line of the email should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments emailed to the following point of contact:	
NAME:	City Clerk
TITLE:	City Clerk
EMAIL ADDRESS:	N/A
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	City Clerk
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road, La Marque, Texas 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.

1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.

1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.

1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE *SECTION 3* AND *EXHIBIT A* FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** One (1) 2025 Tractor with Boom Mounted Mower

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* **(Attachment A)**.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be <u>received</u>, time stamped or otherwise acknowledged before the specified hour and date. Late submittals <u>WILL NOT</u> be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.

2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.

2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.

2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.

2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.

2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.

2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 **FAILURE TO ENTER INTO A CONTRACT**

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.

3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management (SAM.gov) and the Texas Comptroller's Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 **Freight Charges:** Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 **Delivery Schedule:** Recommended delivery not to exceed 120 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	(409) 938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by **the Entity**. **DO NOT REGISTER ITEM**. Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not

delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/ products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 **Insurance**

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal **(see Attachment E for requirements).** The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such

permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION: Pass/Fail

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT: Pass/Fail

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS: 100 Points Total

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

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

Additional Evaluation Criteria
All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below.* ***The proposal submitted must be a firm-fixed price.***

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	**100**

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and

5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).

5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

5.6.3 The City of La Marque is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description	Quantity	Unit of Measure
1	**One (1) 2025 Tractor with Boom Mounted Mower**	1	$
	Total Cost	$	
	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568	
	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	120 days	

Section 1	Make	Model
Tractor		
Mid Mount Mower		

REQUIREMENTS:

TRACTOR	YES	NO	DETAILS / COMMENTS
Diesel Motor			
Minimum of 105 HP at 2200 RPM			
Enclosed Cab			
3 Point Hitch			
4 Wheel Drive			
Open Stow Transport System			
Wheel Weights			
Hydraulic Cooling Package			
Joystick, Electro Hydraulic			
Minimum 2 Year/2000 HR Warranty			
CAB	**YES**	**NO**	**DETAILS / COMMENTS**
Heat and Air Conditioning			
Radio			
Safety Glass Around Cab			
Seat with Adjustable Suspension and Seat Belt			
Driving/Warning Lights with Cab Mounted Safety Amber LED Strobe Light			
Standard Warning/Hazard Signage			

Manufacturer's Standard Lighted Instrument Gauges			
BOOM/ROTARY MOWER:	**YES**	**NO**	**DETAILS / COMMENTS**
No Less Than 50" Rotary Head			
No Less Than 22' Boom			
Mid Mount			
Rear Cradle			
	YES	**NO**	**DETAILS / COMMENTS**

Projected Delivery Date for Unit	

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services;	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (d) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Additional 2 CFR 200 References & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, &	3. Reporting. Recipient agrees to comply with any reporting obligations established by	Section 9901 of the American	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	Treasury as they relate to this award.	Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil,	Section 9901 of the American Rescue Plan Act,	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms,		Section 9901 of	Contractor RFP/IFB

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

EXHIBIT C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1.	ATTACHMENT A	SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2.	ATTACHMENT B	PRICING SHEET
3.	ATTACHMENT C	SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4.	ATTACHMENT D	CUSTOMER/CLIENT REFERENCES
5.	ATTACHMENT E	CERTIFICATE OF INSURANCE (IF APPLICABLE)
6.	ATTACHMENT F	ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7.	ATTACHMENT G	STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8.	ATTACHMENT H	CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9.	ATTACHMENT I	DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10.	ATTACHMENT J	TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11.	ATTACHMENT K	BIDDER'S CERTIFICATION
12.	ATTACHMENT L	NON-COLLUSION AFFIDAVIT

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	
Name of Respondent:	
Company:	
Mailing Address:	
City, State, Zip:	
Phone Number:	
Company Contact Email Address:	
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☐	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☐	B. Pricing Sheet
☐	C. System for Award Management (SAM.gov) Record Search
☐	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☐	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐ ☐	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☐ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☐	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			$	$
2				$	$
3				$	$
4				$	$
5				$	$
TOTAL FIRM FIXED PRICE					$
6	**DELIVERY** – Number of calendar days for delivery after receipt of the order:			90 calendar days	

Name of Firm:	
RFP #:	
RFP Name:	

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	
PRINTED NAME OF AUTHORIZED AGENT:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to the contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME:			
STREET ADDRESS:			
CITY:	**STATE:**	**ZIP:**	
CONTACT NAME:			
CONTACT EMAIL:		**CONTACT PHONE:**	
***UEI #**		****TIN #**	

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
	We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

SIGNATURE

_____

PRINTED NAME & TITLE **DATE**

FOR DEPARTMENT USE ONLY		
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: _____

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 2:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 3:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00.

b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $2,000,000.00 per each occurrence/ aggregate; Property Damage $1,000,000.00 per each occurrence.

d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.

B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

_____	_____
SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE	COMPANY
_____	_____
PRINTED NAME, TITLE	DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING $100,000)

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

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

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

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

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

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	**3. Report Type:** ☐ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* Name: Street Address: City, State, Zip: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Name: Street Address: City, State, Zip: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known*:** **$**
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Street Address: City, State, Zip:	**10b. Individuals Performing Services** *(including address if different from No. 10a)* Name (First, MI, Last): Street Address: City, State, Zip:

11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Name: _____ **Title: _____**

Telephone: _____ **Date: _____**

Federal Use Only	**Authorized for Local Reproduction** **Standard Form – LLL (Rev. 7-97)**

ATTACHMENT J:TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that _____ (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

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

SIGNATURE	
NAME OF AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
DATE	

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ on the _____ day of _____, 20_____ on behalf of said bidder.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY

CITY OF LA MARQUE
AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXX
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	$000,000
Assisted Listing Number (ALN) 21.027	**FAIN #**

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment ("Contract") is made and entered into this [Date], by and between [City of La Marque], Texas, hereinafter referred to as the "Entity" and [Vendor Name], hereinafter referred to as the "Vendor." Entity and Vendor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	**Vendor Name**	
Entity Address 1	1111 Bayou Road	**Vendor Address 1**	
Entity Address 2	La Marque, Texas 77568	**Vendor Address 2**	
Entity Representative for Project		**Vendor Representative for Project**	
Name	Amanda Hobby	**Name**	
Title	Assistant Director of Public Works	**Title**	
Phone	(409) 795-7996	**Phone**	
Email	a.hobby@cityoflamarque.org	**Email**	
Entity Billing Contact		**Vendor Billing Contact**	
Name	Deborah Bonsignore	**Name**	
Title	Accounts Payable Clerk	**Title**	
Phone	(409) 938-9214	**Phone**	
Email	d.bonsignore@cityoflamarque.org	**Email**	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

a. This Contract and all exhibits listed, contained, or referenced in this Contract.

b. All Addenda issued before the Effective Date of this Contract;

c. All Alternates accepted by the Entity before the Effective Date of this Contract;

d. All Change Orders issued after the Effective Date of this Contract; and

e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that $100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.

c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.

d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.

f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] ($000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and

the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.

c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

a. Entity will cooperate in a timely manner in providing information regarding its requirements.

b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.

c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.

d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.

e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.

b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.

b. Provide a warranty on all purchased equipment.

c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.

d. Provide and maintain all original and copies of supporting documentation.

e. Furnish progress reporting as determined or requested by the Entity.

f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B.**

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have ready and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest (state.tx.us), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be

incorporated into this Contract.

d. Licenses, Permits, Taxes, Fees, Laws, and Regulations

   i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.

   ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.

   iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

_____
(Printed Name)

_____
(Title)

_____
(Date)

BY: _____
(Vendor's Authorized Representative)

_____
(Printed Name)

_____
(Title)

_____
(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
	$
	$
	$
	$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	**$**

Exhibit A3 – Request for Payment

Project Name:			
Vendor Name:			
Date of Request:			
Contact Name:			
Contact Phone:		**Contact Email:**	

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
TOTAL				

X	Attachments

Submitted By	
Name and Title	
Signature	

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (11) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (12) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (13) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (14) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (15) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (16) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (g) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (h) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (b) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (c) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (i) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (j) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (k) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (l) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (d) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (e) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (f) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 References & Other Regulations		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(c) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (d) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	available by law.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. c. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. d. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and	Section 9901 of the American Rescue Plan Act,	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

Exhibit C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: https://www.ethics.state.tx.us/filinginfo/1295/ and must be returned with the certification number assigned after completion

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☒	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☒	B. Pricing Sheet
☒	C. System for Award Management (SAM.gov) Record Search
☒	D. Customer/Client References
☐	E. Certificate of Insurance (if applicable)
☒	F. Ethics and Conflict of Interest Acknowledgement
☒	G. Statement of Conflicts of Interest (if any)
☐ ☒	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☒ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☒	K. Bidder's Certification
☐	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Anne Gilkerson
AUTHORIZED SIGNATURE:	Anne Gilkerson
TITLE OF AUTHORIZED AGENT:	Contract Administrator
DATE OF SIGNATURE:	5/1/2026

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	One (1) 2025 Tractor with Boom Mounted Mower
Name of Respondent:	Anne Gilkerson
Company:	ATMAX Equipment Co.
Mailing Address:	6902 E. 7th Ave.
City, State, Zip:	Tampa, FL 33619
Phone Number:	(813) 634-1111, Ext. 136
Company Contact Email Address:	anneg@mowermax.com
Texas Vendor ID Number:	826967846
EIN/Federal Tax Identification Number:	57-1142522

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☒ Please check this box if no addenda were issued.

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			$	$
2	One (1) 2026 MowerMax Boom Mower	1	each	$248,278.66	$248,278.66
3				$	$
4				$	$
5				$	$
TOTAL FIRM FIXED PRICE					$248,278.66
6	**DELIVERY** – Number of calendar days for delivery after receipt of the order:			90 calendar days	

Name of Firm:	ATMAX Equipment Co.
RFP #:	2485
RFP Name:	One (1) 2025 Tractor with Boom Mounted Mower

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	Anne Gilkerson
PRINTED NAME OF AUTHORIZED AGENT:	Anne Gilkerson
TITLE OF AUTHORIZED AGENT:	Contract Administrator
DATE OF SIGNATURE:	5/1/2026

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to the contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME: ATMAX Equipment Co.			
STREET ADDRESS: 6902 E. 7th Ave.			
CITY: Tampa	**STATE:** FL	**ZIP:** 33619	
CONTACT NAME: Anne Gilkerson			
CONTACT EMAIL: anneg@mowermax.com		**CONTACT PHONE:** 813-634-1111, Ext. 136	
***UEI #**	LZ35PDJC2MP9	****TIN #**	57-1142522

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
AG	**We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.**
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE Anne Gilkerson

PRINTED NAME & TITLE Anne Gilkerson, Contract Administrator **DATE** 5/1/2026

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: ATMAX Equipment Co.

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	Freestone County, Texas
Company Address:	118 E. Commerce St., Fairfield, TX 75840
Contact Name/Title/Phone:	Will McSwane, Commissioner, Pct 2 (903) 388-0519
Contact Email:	willmcswane@gmail.com
Contract Award Date:	7/22/2024
Contract Completion Date:	10/29/2024
Contract Project Name:	Boom Mower
Brief Description of Services:	Sold 1 MowerMax Boom Mower and 3 attachments

REFERENCE 2:

Company Name:	Eastland County, Texas
Company Address:	100 W. Main St., Eastland, TX 76448
Contact Name/Title/Phone:	Robert Rains, Commissioner Pct 4 (254) 634-9500
Contact Email:	robert@eastlandcountytexas.com
Contract Award Date:	10/17/2023
Contract Completion Date:	11/10/2023
Contract Project Name:	Boom mower
Brief Description of Services:	Sold one MowerMax boom mower and 1 attachment

REFERENCE 3:

Company Name:	Bell County, TX
Company Address:	702 W. Avenue O, Belton, TX 76513
Contact Name/Title/Phone:	Matthew Eary, Director of Road and Bridge (254) 933-5750
Contact Email:	matthew.eary@bellcounty.texas.gov
Contract Award Date:	10/16/2025
Contract Completion Date:	1/08/2026
Contract Project Name:	Boom mowers
Brief Description of Services:	Sold 1 MowerMax Boom Mower and 2 attachments

REFERENCE 4:

Company Name:	Parker County, Texas, Precinct 2
Company Address:	3033 FM 1885, Weatherford, TX 76086
Contact Name/Title/Phone:	MD Rowney, Foreman, Pct. 2 (817) 300-5729
Contact Email:	m.rowney@parkercountytx.com
Contract Award Date:	9/6/2023
Contract Completion Date:	10/24/2023
Contract Project Name:	Boom mower
Brief Description of Services:	Sold 1 MowerMax Boom Mower and 2 attachments

REFERENCE 5:

Company Name:	Williamson County, Texas
Company Address:	3151 SE Inner Loop, Georgetown, TX 78636
Contact Name/Title/Phone:	Shea Webb, Director of Field Ops (512) 943-5293
Contact Email:	shea.webb@wilco.org
Contract Award Date:	11/10/2025
Contract Completion Date:	1/30/2026
Contract Project Name:	Boom mower
Brief Description of Services:	Sold 1 MowerMax Boom Mower and 2 attachments

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00.

b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $2,000,000.00 per each occurrence/ aggregate; Property Damage $1,000,000.00 per each occurrence.

d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $_____ excess of specified limits.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christine Klimczak
Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	PHONE (A/C, No, Ext): (727) 461-6044 FAX (A/C, No): (727) 442-7695 E-MAIL ADDRESS: Christine.Klimczak@bbrown.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ATMAX Equipment, Co. DBA MowerMax 6902 E 7th Ave Tampa FL 33619	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: The Phoenix Insurance Company	25623
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Technology Insurance Company, Inc.	42376
	INSURER E: Mesa Underwriters Specialty Insurance Company	36838
	INSURER F: Swiss Re Corporate Solutions America	29874

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		Y-660-0S239302-COF-25	05/15/2025	05/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Per	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-0S239572-25-14-G	05/15/2025	05/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-0S240792-25-14	05/15/2025	05/15/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4735390	02/01/2026	02/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Garage & Dealers			MP0042018006000	09/18/2025	09/18/2026	Aggregate Auto Limit Other than Auto	2,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of La Marque is Additional Insured with respect to General Liability if required by written contract.

5/1/26
Policies are in the process of being renewed.

CERTIFICATE HOLDER

City of La Marque
1109-B Bayou Road
La Marque TX 77568

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Colton O'Keefe

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AGENCY CUSTOMER ID: 00373021

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	ATMAX Equipment, Co.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

[F] Cyber Liability | C-4LWN-146692-CYBER-2025 | 05/15/2025-05/15/2026 | Aggregate:$500,000 / Funds Transfer Fraud: $250,000 / Retention:$5,000

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ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.

B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

Anne Gilkerson

SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

Anne Gilkerson, Contract Administrator

PRINTED NAME, TITLE

ATMAX Equipment Co.

COMPANY

5/1/2026

DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING $100,000)

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

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

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

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

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

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

SIGNATURE	Anne Gilkerson
NAME OF AUTHORIZED AGENT	Anne Gilkerson
TITLE OF AUTHORIZED AGENT	Contract Administrator
DATE	5/1/2026

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☒ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**
☒ Prime ☐ Subawardee Tier _____, *if known:* Name: ATMAX Equipment Co. Street Address: 6902 E. 7th Ave. City, State, Zip: Tampa, FL 33619 **Congressional District, if known:**	Name: Street Address: City, State, Zip: **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known*:** $
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): None Street Address: City, State, Zip:	**10b. Individuals Performing Services** *(including address if different from No. 10a)* Name (First, MI, Last): None Street Address: City, State, Zip:

11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Anne Gilkerson

Name: Anne Gilkerson **Title:** Contracts Administrator

Telephone: (813) 634-1111, Ext. 136 **Date:** 5/1/2026

Federal Use Only	**Authorized for Local Reproduction** **Standard Form – LLL (Rev. 7-97)**

ATTACHMENT J:TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that ATMAX Equipment Co. (Company Name) is a

☐ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☒ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at Tampa, Florida (City and State).

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

SIGNATURE	Anne Gilkerson
NAME OF AUTHORIZED AGENT	Anne Gilkerson
TITLE OF AUTHORIZED AGENT	Contracts Administrator
DATE	5/1/2026

NON-COLLUSION AFFIDAVIT

STATE OF ~~TEXAS~~ Florida §
§
COUNTY OF Hillsborough §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: Timothy B. Ward

Title: President

Company: ATMAX Equipment Co.

Date: 5/1/2026

SUBSCRIBED and sworn to before me the undersigned authority by Timothy B. Ward on the 1st day of May, 20 26 on behalf of said bidder.

NOTARY PUBLIC STATE OF FLORIDA
ANNE GILKERSON
MY COMMISSION # HH 629580
EXPIRES: May 13, 2029

Anne Gilkerson
Notary Public in and for the
State of ~~Texas~~ Florida

My commission expires: 5/13/29

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description	Quantity	Unit of Measure
1	**One (1) 2025 Tractor with Boom Mounted Mower**	1	$ 248,278.66
	Total Cost	$ 248,278.66	
	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568	
	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	120 days	

Section 1	Make	Model
Tractor	MowerMax Boom	Gen 4
Mid Mount Mower	MowerMax Boom	Gen 4

REQUIREMENTS:

TRACTOR	YES	NO	DETAILS / COMMENTS
Diesel Motor	X		Cummins CM2350 F128C
Minimum of 105 HP at 2200 RPM	X		154 HP
Enclosed Cab	X		
3 Point Hitch		X	We offer a Front System for using Bobcat style attachments at an additional charge.
4 Wheel Drive	X		Also have crab steer mode.
Open Stow Transport System	X		Utility storage box mounted on rear of the MowerMax.
Wheel Weights		X	Fixed counterweights on opposite side of boom arm.
Hydraulic Cooling Package	X		
Joystick, Electro Hydraulic	X		
Minimum 2 Year/2000 HR Warranty	X		
CAB	**YES**	**NO**	**DETAILS / COMMENTS**
Heat and Air Conditioning	X		
Radio	X		AM/FM/Bluetooth
Safety Glass Around Cab	X		Include 1/2in Lexan protection on boom side of cab
Seat with Adjustable Suspension and Seat Belt	X		
Driving/Warning Lights with Cab Mounted Safety Amber LED Strobe Light	X		Safety strobe light and 15 flashing beacon lights for high visability
Standard Warning/Hazard Signage	X		

Manufacturer's Standard Lighted Instrument Gauges	X		Touch screen control
BOOM/ROTARY MOWER:	**YES**	**NO**	**DETAILS / COMMENTS**
No Less Than 50" Rotary Head	X		
No Less Than 22' Boom	X		
Mid Mount	X		Mid-mounted boom with 180 degree swing capability
Rear Cradle	X		Boom hooks onto cradle for enhance stability
	YES	**NO**	**DETAILS / COMMENTS**

Projected Delivery Date for Unit	90 days from date of Purchase Order

City of La Marque

1111 Bayou Road
La Marque, Texas 77568

REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

This RFP is being supported

by federal award number [RCP-056096]

allocated to the

City of La Marque

under the

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

by the U.S. Department of the Treasury

Prepared By: Department of Public Works

Procurement Reference #2485

American Rescue Plan Act (ARPA)
Request for Proposals (RFP)

Date: April 15, 2026

Re: Request for Proposals (RFP) for one (1) 2025 Tractor with Boom Mounted Mower funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Allocated Under the American Rescue Plan Act (ARPA)

Dear Vendor:

The City of La Marque, hereinafter called "Entity", has received an allocation of American Rescue Plan Act (ARPA) funds, and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

The Sole Point of Contact for this solicitation may provide information regarding this RFP. Refer to the **Schedule of Events and Selection Summary** in Section 1 of this document for response details.

Respondent is responsible for ensuring that their RFP response is received in a timely manner and that it contains all elements of the RFP, including all required forms and any addendums issued. Respondent should complete the Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist contained in Attachment A and all other requirements identified in the RFP. RFP responses received after the deadline will not be opened and therefore not evaluated or considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of La Marque reserves the right to negotiate with providers submitting timely responses in accordance with state and federal procurement requirements, to reject any and all bids, and to select multiple respondents if it deems it's in the best interest of the Entity and/or desires to do so.

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

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SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

1.1.1 The Entity reserves the right to change dates at any time. At the sole discretion of the Entity, events listed in Section 1 are subject to scheduling changes and cancellation. The Entity will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the Entity's Sole Point of Contact listed in the **Schedule of Events + Response Requirements** that follow. Only the Sole Point of Contact may be contacted regarding required elements for this RFP.

1.1.3 **Respondent must review all documents and information in the *Exhibits* section and complete the required documents in the *Attachments* section. The completed Attachments, including the signed Pricing Sheet, must be contained within the Proposal Response and submitted to the Point of Contact listed in the Schedule of Events + Response Requirements that follow.**

SCHEDULE OF EVENTS + RESPONSE REQUIREMENTS

SCHEDULE OF EVENTS	
RFP NOTICE DATE:	April 15, 2026
VENDOR QUESTIONS DUE:	April 29, 2026, 10:00 AM
QUESTIONS ANSWERED BY:	Close of Business – May 1, 2026
MANDATORY PRE-PROPOSAL CONFERENCE: The Entity shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.	None
MANDATORY SITE VISIT : The Entity shall reject responses submitted by firms that do not attend the mandatory site visit.	None
PROPOSAL DUE DATE:	May 6, 2026, 10:00 AM
ADDRESS:	1109-B Bayou Road, La Marque, Texas 77568
ESTIMATED AWARD DATE:	June 8, 2026

RESPONSE REQUIREMENTS	
QUESTIONS & ANSWERS ONLY – SOLE POINT OF CONTACT	
The Entity will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed below. Respondents' names will be removed from questions in any responses released.	
SOLE POINT OF CONTACT NAME:	Amanda Hobby
ADDRESS:	1111 Bayou Road, La Marque, TX 77568
EMAIL:	bids@cityoflamarque.org
PHONE:	(409) 938-9280
DELIVERY OF RESPONSE PROPOSAL – POINT OF CONTACT	
For email delivery, the Subject Line of the email should include Respondent's Name, RFP number, and time/due date of RFP and completed response and all attachments emailed to the following point of contact:	
NAME:	City Clerk
TITLE:	City Clerk
EMAIL ADDRESS:	N/A
If mailed or hand-delivered, sealed proposals (an original and 3 copies) should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Respondent's Name, RFP number, and time/due date of RFP.	
For mail or hand-delivery, deliver response and all attachments to:	
NAME:	City Clerk
TITLE:	City Clerk
ADDRESS:	1111 Bayou Road, La Marque, Texas 77568

1.2 SELECTION OF RESPONDENT(S)

1.2.1 The Entity intends to select Respondent(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award multiple contracts from the finalist pool of successful Respondent(s). Respondents will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Respondent (i.e., the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that respondent and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of providers to respond to the identified scope of work.

1.2.2 The Entity reserves the right to check references on any projects performed by the Respondent, whether provided by the Respondent or known by the Entity.

1.2.3 The Entity is not required to accept the lowest cost proposal.

1.2.4 The Entity may make such investigation as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Entity all such information by the date specified by the Entity.

1.2.5 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Respondent, their proposed subcontractors, and other persons or organizations submitted within a Respondent's response to do the work to the Entity's satisfaction within the prescribed time.

1.2.6 The Entity reserves the right to conduct interviews of short-listed Respondent(s) prior to making a final selection.

1.2.7 The Entity reserves the right to contact references as deemed necessary to complete its analysis.

See SECTION 4 – EVALUATION CRITERIA, for additional information on how Respondents will be evaluated and selected.

SECTION 2 – INTRODUCTION AND GENERAL CONDITIONS

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE *SECTION 3* AND *EXHIBIT A* FOR SOW DETAILS

The Entity has received an allocation of American Rescue Plan Act (ARPA) funds and is issuing a Request for Proposals (RFP) for a general purchases and supplies contract. The item(s) are being solicited to assist the Entity in completing and implementing programs and/or projects funded with its allocation of ARPA funds.

This solicitation includes purchase of:

2.1.1 **General Description:** One (1) 2025 Tractor with Boom Mounted Mower

2.1.2 The scope of work includes all labor, materials, goods and/or services necessary to provide the purchased items, including any installation specified in **Exhibit A**. The respondent shall submit a written copy of all warranty information prior to final acceptance by Entity.

2.1.3 **REFERENCED BRAND EXAMPLE:** Catalogs, brand names or manufacturer's references are descriptive only and indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Respondent must show manufacturer, brand or trade name, product number and provide complete descriptive information of product offered and include with response. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

2.2 CONSIDERATION OF AWARD

To be considered for award, Respondents must adhere to the requirements, when applicable to Vendors, as set forth in **Exhibit B**, the ARPA Required Provisions, and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The Entity may award a Firm Fixed Price Contract. A Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the solicitation and listed in the *Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist* **(Attachment A)**.

2.4 TERM OF PURCHASE CONTRACT

The Contract or Purchase Order shall be effective upon date of execution (signed by the Entity designee), shall contain terms and conditions for the purchase, including delivery date and delivery location, and shall expire upon delivery and final acceptance by the Entity. A sample contract is available for review at **Appendix I**.

2.5 BID ACCEPTANCE

2.5.1 Proposals must be <u>received</u>, time stamped or otherwise acknowledged before the specified hour and date. Late submittals <u>WILL NOT</u> be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Respondent's response.

2.5.2 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Respondent acknowledges and will adhere to all specifications as stated within this procurement packet.

2.5.3 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by Respondent or authorized agent. No response may be withdrawn after due date without approval and based on a written acceptable reason.

2.5.4 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Respondent demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

2.5.5 In the event that Respondent finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Respondent should at once notify the Entity Sole Point of Contact and obtain clarification prior to submitting a response.

2.5.6 All Respondents must meet or exceed the minimum specifications to be considered a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Respondent or to the Respondent who provides goods or services at the best value for the Entity.

2.5.7 The Respondent agrees to protect the Entity from claims involving infringement of patents or copyrights.

PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT: Any proprietary, trade secret, or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas PIA, Chapter 552 of the Texas Gov't Code.

2.5.8 There is no guarantee a contract will be awarded. The Entity reserves the right to cancel this RFP at any time.

2.5.9 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Respondent that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

2.5.10 RFP Respondents assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

2.6 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in disqualification of respondent's solicitation response.

2.7 TERMINATION CONDITIONS

See Contract at **Appendix I** for Termination Conditions.

2.7.1 FAILURE TO ENTER INTO A CONTRACT

Should the Selected Respondent ("Vendor"), to whom the contract is awarded, fail to enter into a contract within twenty-one (21) business days, the Entity may then, at its option, retain the Vendor's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

3.1.1 The selected Vendor shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Respondent for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.1.2 The selected Vendor shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

3.1.3 Where applicable, Vendor's staff must meet and maintain current certifications and or licensure requirements as mandated by state law or the appropriate licensing authority.

3.1.4 Vendor must not be debarred at the time of response submission, and prior to award of a contract. The System for Award Management (SAM.gov) and the Texas Comptroller's Debarred Vendor List will be checked to ensure the Vendor is not excluded from contract participation at the federal level. If the Vendor is debarred, the Vendor's proposal will not be evaluated.

3.2 SCOPE OF SERVICES Construct

3.2.1 **The required products or services shall be provided in accordance with attached Exhibits:**

- **Exhibit A:** Project Scope of Work
- **Exhibit B:** ARPA Required Provisions
- **Exhibit C:** Other Relevant Information

3.2.2 **Work Orders**

During the term of any contract awarded, the Entity may request the Vendor to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

3.2.3 **Condition of Product:** New Equipment ONLY; NO re-manufactured or "gray market" items. All items must be covered by the manufacturer's warranty. The unit(s) shall be made ready for continuous operation upon delivery. Respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect will not be accepted.

3.2.4 **All Parts:** All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

3.2.5 **Manuals:** Manuals containing illustrated parts list and operating and service instructions for the units shall be delivered with units. Manuals shall outline all necessary service and operating instructions for the units delivered and provide necessary warning and safety precautions.

3.2.6 **Warranty Requirements:** The units shall be warranted against defects in material and workmanship for a standard manufacturer's warranty and shall cover 100% parts and labor for the units. Vendor shall furnish warranty and a list of warrantied repair companies to the Entity at time of delivery. The warranty begins on the date the units are determined to meet specifications and accepted by the Entity.

3.3 DELIVERY AND ACCEPTANCE

3.3.1 **Freight Charges:** Shipping shall be Free on Board (FOB) destination; therefore, unit prices must include all shipping, handling, fuel surcharges, and delivery fees.

3.3.2 **Delivery Schedule:** Recommended delivery not to exceed 120 calendar days from date of award; delivery terms may be a factor in determining award. Respondent must contact the Entity point of contact to schedule delivery date and time. Respondent shall provide a minimum forty-eight (48) hours' notice prior to delivery.

3.4 DELIVERY CONTACT(S): Respondent shall contact the Entity for delivery a minimum of one (1) week in advance to coordinate delivery.

Delivery Contact Name:	City Clerk
Phone:	(409) 938-9259
Email:	bids@cityoflamarque.org

3.5 REGISTRATION AND TITLING (when applicable): Permanent registration and titling will be performed by **the Entity. DO NOT REGISTER ITEM**. Respondent shall supply, as applicable, dealer's tag for item for sixty (60) days from date of delivery. The original Certificate of Origin (COO) or Manufacturer's Statement of Origin (MSO) as well as the most current version of TXDMV Form 130U or Application for Texas Title with signature shall be submitted with an invoice to the Entity.

3.6 DELIVERY DELAYS: If delay is foreseen, Respondent shall give written notice to the Entity and must keep the Entity advised of status of order at all times. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Entity to cancel contract/Purchase Order.

3.7 COMPLIANT PRODUCTS: Delivery does not occur until the Respondent delivers products, materials, or services in full compliance with the specifications to Entity's FOB destination, unless delivery is specifically accepted, in whole or in part, by the Entity. Providing products, materials, or services which do not meet all specification requirements does not constitute delivery. Entity reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. NO SUBSTITUTIONS PERMITTED WITHOUT WRITTEN APPROVAL OF THE ENTITY.

3.8 ACCEPTANCE: All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. Respondent will be notified within this time frame of any units not

delivered in full compliance with the purchase order specifications. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's Entity's option, and returned to the Vendor or held for disposition at the Vendor's expense. Latent defects may result in cancellation of the Contract at no expense to the Entity.

3.9 RECORD KEEPING

3.9.1 Respondents shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all provided services/ products as instructed by the Entity.

3.9.2 Respondents shall maintain records of all events that affect, or may be expected to affect the quality, scope, or progress of the services. All records shall be retained for a period of **five (5) years** following the closeout of the Entity's federal grant.

3.9.3 **Insurance**

3.9.3.1 If applicable, an original, certified copy of an Insurance Certificate listing the Entity as additional insured, must be submitted with the Respondent's submittal **(see Attachment E for requirements).** The successful Respondent will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.9.3.2 Workers' Compensation Insurance

3.9.3.3 Employers' Liability Insurance

3.9.3.4 Comprehensive General Liability Insurance

3.9.3.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.10 TERMS AND CONDITIONS

3.10.1 **Indemnity Clause** – The Respondent agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Respondent under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

3.10.2 **Equal Opportunity Employer** – The successful Respondent shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

3.10.3 **Assignment** – The successful Respondent may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

3.10.4 **Compliance with Laws** – The Respondent agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

3.10.4.1 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Respondent shall obtain and pay for such

permits and inspections as are required for the legal performance of this work, unless otherwise specified. Respondent shall comply with all federal and state laws and Entity's ordinances and codes applicable to the Respondent's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

3.10.5 **Silence of Specifications** – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Respondent should request clarification from the Entity as specified in this document.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF QUALIFICATIONS SUBMISSION: **Pass/Fail**

Qualifications submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate responses in accordance with the evaluation criteria to make a recommendation to Officials of the Entity.

4.2 FINANCIAL STABILITY OF RESPONDENT: **Pass/Fail**

Financial stability of the Respondent to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 TECHNICAL REQUIREMENTS: **100 Points Total**

Extent to which the provided service or products meets the needs of the Entity, including, but not limited to, the criteria in the evaluation matrix and in the submission requirements section and as expressed in this document.

4.4 EVALUATION CRITERIA:

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The Entity will make the selection on the basis of demonstrated competence and qualifications; and to a Respondent that provides a fair and reasonable price.

The Entity evaluates the responses, prepares a Bid Tabulation sheet, determines the award on the basis of fair and reasonable pricing considered to be the Best Value to the Entity.

Only responses submitted in compliance with the **Schedule of Events + Response Requirements** section and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response. The Entity reserves the right to waive informalities and minor irregularities in bids received.

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

Additional Evaluation Criteria
All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested.

Evaluation Process: *The Entity's Evaluator(s) completes an evaluation of the submitted proposal using the criteria described below.* ***The proposal submitted must be a firm-fixed price.***

EVALUATION CRITERIA

EVALUATION CRITERIA	SCORE
Responsiveness of Proposal	Pass/Fail
Financial Stability	Pass/Fail
Understanding of Work; Experience and Qualifications	20
Capacity to Perform, Delivery/Service Schedule, and References	20
Pricing	60
TOTAL SCORE	**100**

SECTION 5 – RESPONSE SUBMISSION REQUIREMENTS

This section details the requirements for submitting all required information. Respondents are advised to see **Schedule of Events + Response Requirements** on Page 4 of this document, and to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

5.1 STATEMENT OF INTEREST

The statement of interest should be limited to a maximum of two (2) pages and must include a brief introduction of the company, a statement of the Respondent's understanding of the work to be performed and that the company meets and will comply with the requirements set forth in this document.

5.2 EXPERIENCE AND RELEVANT QUALIFICATIONS

Respondent shall demonstrate related professional qualifications, experience, and knowledge similar to this scope of work. Response should include information similar in scope and size to the scope of work in this RFP. Limit to four (4) pages. Minimum submission shall address the following:

5.2.1 **Experience** – Respondents shall provide a concise narrative description of their firm's experience in services similar in size and scope to the requested scope of services. Describe any work performed in or for the Entity. Respondents shall provide descriptions of at least three (3) projects of similar size and scope to this Program. Projects should include project location, duration and project description and scope of work the Respondent performed.

5.2.2 **Relevant Qualifications** – Respondents must provide a brief summary to include total number and types of employees, skills, knowledge and abilities, company background history, and number of years in providing similar services as outlined in this document.

5.3 CAPACITY TO PERFORM

Respondent should state its firm commitment to provide goods or services within the prescribed delivery date and time.

5.3.1 **Work Capacity:** Respondent shall provide information to demonstrate capacity to perform requested work. Respondents shall provide a detailed typical schedule to show sequence of key work activities and the number of days to complete each task.

5.3.4 If applicable, **Bonding Capacity:** Respondent(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company authorized to do business in the State of Texas. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Firm shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. In your response, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits that follow.

5.4 FINANCIAL STABILITY

Respondent shall provide a statement that includes the following:

5.4.1 A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract; and

5.4.2 Other financial information sufficient for the Entity, in its sole judgement, to determine if Respondent is financially solvent or adequately capitalized.

5.5 LEGAL ACTIONS

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

5.6 PRICING

5.6.1 Respondents shall complete and submit the Pricing Sheet (see **Attachment B**).

5.6.2 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

5.6.3 The City of La Marque is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

5.6.4 Estimated Quantities – Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

LIST OF EXHIBITS

EXHIBIT A PROJECT SCOPE OF WORK

EXHIBIT B REQUIRED CONTRACT PROVISIONS

EXHIBIT C OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

This project is being supported, in whole or in part, by the U.S. Department of the Treasury, in utilizing the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (ARPA) program and is subject to all applicable Federal and State laws and regulations.

EXHIBIT A – PROJECT SCOPE OF WORK

To be provided by the Entity

Item	Description	Quantity	Unit of Measure
1	One (1) 2025 Tractor with Boom Mounted Mower	1	$163,978.77
	Total Cost	$163,978.77	
	DELIVERY LOCATION: Provide the Delivery Location	1500 Municipal Drive, La Marque, Texas 77568	
	DELIVERY SCHEDULE: Provide the number of calendar days required for delivery after receipt of the order	120 days	

Section 1	Make	Model
Tractor	John Deere	6105E
Mid Mount Mower	Tiger	Bengal Boom (BB-22)

REQUIREMENTS:

TRACTOR	YES	NO	DETAILS / COMMENTS
Diesel Motor	X		
Minimum of 105 HP at 2200 RPM	X		106 hp
Enclosed Cab	X		
3 Point Hitch	X		
4 Wheel Drive	X		
Open Stow Transport System	X		
Wheel Weights	X		1,700 lbs
Hydraulic Cooling Package	X		
Joystick, Electro Hydraulic	X		
Minimum 2 Year/2000 HR Warranty	X		
CAB	**YES**	**NO**	**DETAILS / COMMENTS**
Heat and Air Conditioning	X		
Radio	X		AM/FM/Blue Tooth
Safety Glass Around Cab	X		
Seat with Adjustable Suspension and Seat Belt	X		
Driving/Warning Lights with Cab Mounted Safety Amber LED Strobe Light	X		
Standard Warning/Hazard Signage	X		

Manufacturer's Standard Lighted Instrument Gauges			
BOOM/ROTARY MOWER:	**YES**	**NO**	**DETAILS / COMMENTS**
No Less Than 50" Rotary Head	X		
No Less Than 22' Boom	X		
Mid Mount	X		
Rear Cradle	X		
	YES	**NO**	**DETAILS / COMMENTS**

Projected Delivery Date for Unit	90 Days

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services;	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (d) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Additional 2 CFR 200 References & Other Regulations		
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, &	3. Reporting. Recipient agrees to comply with any reporting obligations established by	Section 9901 of the American	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Records	Treasury as they relate to this award.	Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil,	Section 9901 of the American Rescue Plan Act,	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms,		Section 9901 of	Contractor RFP/IFB

ATTACHMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND INCLUDED IN THE RESPONSE PACKAGE:

1.	ATTACHMENT A	SIGNED SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGEMENT OF ADDENDA/SUBMISSION CHECKLIST
2.	ATTACHMENT B	PRICING SHEET
3.	ATTACHMENT C	SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH
4.	ATTACHMENT D	CUSTOMER/CLIENT REFERENCES
5.	ATTACHMENT E	CERTIFICATE OF INSURANCE (IF APPLICABLE)
6.	ATTACHMENT F	ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT
7.	ATTACHMENT G	STATEMENT OF CONFLICT OF INTEREST (IF ANY)
8.	ATTACHMENT H	CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
9.	ATTACHMENT I	DISCLOSURE OF LOBBYING ACTIVITIES SF-LLL CERTIFICATION
10.	ATTACHMENT J	TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
11.	ATTACHMENT K	BIDDER'S CERTIFICATION
12.	ATTACHMENT L	NON-COLLUSION AFFIDAVIT

EXHIBIT C – OTHER RELEVANT INFORMATION/SPECIAL CONDITIONS

Attach any relevant specifications, e.g., municipal/state code specifications, etc., that will be applicable to this purchase.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

ATTACHMENT A:

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/SUBMISSION CHECKLIST

Title of Solicitation:	2025 Tractor W/ Boom Mounted Mower
Name of Respondent:	Douglas Moore
Company:	King Ranch AG & Turf
Mailing Address:	2135 Gulf Freeway South
City, State, Zip:	League City, TX 77573
Phone Number:	281-338-1300
Company Contact Email Address:	dmoore@king-ranch.com
Texas Vendor ID Number:	
EIN/Federal Tax Identification Number:	74-2140717

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	DATE ISSUED

☐ Please check this box if no addenda were issued.

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☑	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☑	B. Pricing Sheet
☑	C. System for Award Management (SAM.gov) Record Search
☑	D. Customer/Client References
☑	E. Certificate of Insurance (if applicable)
☑	F. Ethics and Conflict of Interest Acknowledgement
☑	G. Statement of Conflicts of Interest (if any)
☑ ☑	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Douglas Moore
AUTHORIZED SIGNATURE:	*Douglas Moore*
TITLE OF AUTHORIZED AGENT:	Government Sales Rep
DATE OF SIGNATURE:	05/04/26

ATTACHMENT B: PRICING SHEET

Respondent shall complete and submit the following pricing sheet with the proposal response package. The Entity reserves the right to make an award on the basis of best value in the interest of the Entity. ALL PRICING MUST BE FIRM FIXED PRICING.

ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	Entity should enter the description and quantity of the services/products as contained in the Scope of Work in Exhibit A			$	$
2	John Deere 6105E Tractor	1	Each	$ 80,002.57	$ 80,002.57
3	Tiger BB-22 Boom Mower	1	Each	$ 83,976.20	$ 83,976.20
4				$	$
5				$	$
TOTAL FIRM FIXED PRICE					$ 163,978.77
6	**DELIVERY** – Number of calendar days for delivery after receipt of the order:			90 calendar days	

Name of Firm:	King Ranch Ag & Turf
RFP #:	2485
RFP Name:	(1) 2025 Tractor With Boom Mounted Mower

AUTHORIZED AGENT – SIGNATURE AND CONTACT INFORMATION

The Respondent's authorized agent must sign this document to acknowledge they read this solicitation carefully and completely, and the information submitted is true and correct.

SIGNATURE OF AUTHORIZED AGENT:	Douglas Moore
PRINTED NAME OF AUTHORIZED AGENT:	Douglas Moore
TITLE OF AUTHORIZED AGENT:	Government Sales Rep
DATE OF SIGNATURE:	05/04/26

ATTACHMENT C: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to the contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

NON-DEBARMENT CERTIFICATION FORM

COMPANY/ENTITY LEGAL NAME:	King Ranch, Inc.		
STREET ADDRESS:	3 Riverway Suite 1600		
CITY: Houston	**STATE:** TX	**ZIP:** 77056	
CONTACT NAME:	Doug Moore		
CONTACT EMAIL:	dmoore@king-ranch.com	**CONTACT PHONE:**	832-248-4091
***UEI #**		****TIN #**	74-0726547

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
DM	**We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.**
	We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Doug M. Moore

SIGNATURE

Douglas Moore - Govt Solns Rep. 5/4/26

PRINTED NAME & TITLE **DATE**

FOR DEPARTMENT USE ONLY

SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

ATTACHMENT D: CUSTOMER/CLIENT REFERENCES

Respondents shall use Attachment D to describe a minimum of three (3) and maximum of five (5) references for jobs, and corresponding references, completed within last five (5) years.

Respondent's Name: King Ranch Ag & Turf

The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this RFP. This form may be modified as needed to comply with the requirement to document company information. ***Failure to return this attachment (or a reasonable facsimile) may result in the proposal being considered non-responsive. Failure to provide references may result in the proposal being considered non-responsive.***

REFERENCE 1:

Company Name:	City of League City
Company Address:	1565 Dickinson Ave League City, TX 77573
Contact Name/Title/Phone:	Wesley Baker/Fleet Manager/281-554-1311
Contact Email:	wesley.baker@leaguecitytx.gov
Contract Award Date:	11/2024
Contract Completion Date:	06/25
Contract Project Name:	Tractor with 22ft Boom Mower
Brief Description of Services:	Installation & delivery of John Deere 106 hp cab 4wd tractor & boom mounted mower.

REFERENCE 2:

Company Name:	City of Santa Fe
Company Address:	11702 11th St Santa Fe, TX 77510
Contact Name/Title/Phone:	Billy Creppon/Director of Public Works/409-925-8933
Contact Email:	bcreppon@ci.santa-fe.tx.us
Contract Award Date:	10/2025
Contract Completion Date:	02/2026
Contract Project Name:	Tractor with 18ft Boom Mower Replacement
Brief Description of Services:	Installation & delivery of John Deere 105 hp cab 4wd tractor & boom mounted mower.

REFERENCE 3:

Company Name:	Galveston County Road & Bridge
Company Address:	5115 Hwy 3 Dickinson, TX 77539
Contact Name/Title/Phone:	Clayton Comeaux/Drainage Manager/281-534-4152
Contact Email:	clayton.comeaux@co.galveston.tx.us
Contract Award Date:	11/2024
Contract Completion Date:	06/2025
Contract Project Name:	ITB24-020
Brief Description of Services:	Installation & delivery of John Deere 106 hp cab 4wd tractor & boom mounted mower.

REFERENCE 4:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

REFERENCE 5:

Company Name:	
Company Address:	
Contact Name/Title/Phone:	
Contact Email:	
Contract Award Date:	
Contract Completion Date:	
Contract Project Name:	
Brief Description of Services:	

ATTACHMENT E: CERTIFICATE OF INSURANCE
(PROPOSAL RESPONDER SUPPLIES INSURANCE WITH THE PROPOSAL PACKAGE)

INSURANCE REQUIREMENTS

If requested, the Respondent shall supply an original, certified copy of an insurance certificate listing **the Entity** as additional insured. The successful Respondent will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

a. Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00.

b. Employers' Liability Insurance protecting Responder against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.00.

c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $2,000,000.00 per each occurrence/ aggregate; Property Damage $1,000,000.00 per each occurrence.

d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $_____ excess of specified limits.

ATTACHMENT F: ETHICS AND CONFLICT OF INTEREST ACKNOWLEDGEMENT

Public servants are expected to conduct themselves impartially and in a manner that inspires public confidence, while ensuring that responsible contractors have fair and equal access to governmental procurement.

The City of La Marque, Galveston County is committed to protection of government integrity, while also facilitating the recruitment and retention of the skilled personnel necessary to support its operations. To achieve this objective, The City of La Marque, Galveston County has established standards of ethical conduct and conflict of interest policies and expects all vendors, contractors, and subrecipients to adhere to the same core principles as described below.

To achieve these standards, it is essential that those doing business with the City of La Marque, Galveston County also observe the ethical standards prescribed here.

I acknowledge that it is a breach of ethics to attempt to influence any public employee, elected official, or department head to violate the standards of ethical conduct set forth in this code.

I further acknowledge that it is a breach of ethics for any employee of City of La Marque, Galveston County or a vendor doing business with the City of La Marque, Galveston County to participate directly or indirectly in a procurement when the employee or vendor knows that:

A. The employee or any member of the employee's immediate family or household has a substantial financial interest in a company responding to a City of La Marque, Galveston County procurement.

B. A business or organization in which the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

I understand that it is a breach of ethics to offer, give, or agree to give any employee of City of La Marque, Galveston County, or for any employee to solicit, demand, accept, or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or purchase request influencing the content of specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal therefore pending before City of La Marque, Galveston County.

I acknowledge that it is a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of La Marque, Galveston County as an inducement for the award of a contract or order.

I certify that I have read and understand the ethical standards set forth by City of La Marque, Galveston County and agree to comply with them in all business dealings with the City of La Marque, Galveston County.

Douglas Moore
SIGNATURE, VENDOR AUTHORIZED REPRESENTATIVE

King Ranch Ag & Turf
COMPANY

Douglas Moore - Government Sales Rep
PRINTED NAME, TITLE

05/04/2026
DATE

ATTACHMENT G: STATEMENT OF CONFLICTS OF INTEREST (IF ANY)

The Respondent vendor must describe any conflicts of interest regarding the goods and or services associated with this solicitation.

The Respondent shall complete and submit Form CIQ (Attachment I) if the service provider or key employees have conflicts regarding these services.

The conflict of interest statement is required if the service provider or key employees have conflicts regarding the services and a plan for mitigating the conflict(s).

The Entity may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.

If the Respondent does not identify a conflict, then they should enter no conflict identified on the Submission Checklist (Attachment A).

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

1 **Name of vendor who has a business relationship with local governmental entity.**

King Ranch AG + Turf

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.**

N/A

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.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

5/4/24

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT I: DISCLOSURE OF LOBBYING ACTIVITIES
SF-LLL CERTIFICATION REGARDING LOBBYING
(TO BE SUBMITTED WITH EACH BID OR OFFER EXCEEDING $100,000)

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

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

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

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

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

The Contractor, King Ranch Ag & Turf (insert business name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SIGNATURE	Douglas Moore
NAME OF AUTHORIZED AGENT	Douglas Moore
TITLE OF AUTHORIZED AGENT	Government Sales Rep
DATE	05/04/26

DISCLOSURE OF LOBBYING ACTIVITIES – INSTRUCTIONS

Instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503. Approved by OMB 0348-0046. Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1.Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☑ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☑ Prime ☐ Subawardee Tier _____, *if known:* Name: King Ranch Sod Turf Street Address: 2135 Gulf Fwy So City, State, Zip: League City, TX 77573 **Congressional District, if known:** 14th	Name: Street Address: City, State, Zip: **Congressional District, if known:**
6. Federal Department/Agency: U.S. Dept of Treasury	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount, *if known:*** $ 163,978.77
10a. Name and Address of Lobbying Registrant Name (First, MI, Last): Douglas Moore Street Address: 2135 Gulf Fwy So City, State, Zip: League City, TX 77573	**10b. Individuals Performing Services** *(including address if different from No. 10a)* Name (First, MI, Last): Street Address: City, State, Zip:

11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Name: Douglas Moore **Title:** Govt Sales Rep

Telephone: 832-248-4091 **Date:** 5/4/24

Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)

ATTACHMENT J:TEXAS ETHICS COMMISSION CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(TO BE COMPLETED BY THE AWARDED VENDOR PRIOR TO CONTRACT EXECUTION)

CERTIFICATE OF INTERESTED PARTIES **FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

ATTACHMENT K: BIDDER'S CERTIFICATION

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that King Ranch Ag & Turf (Company Name) is a

☑ **Resident bidder of Texas** as defined in Section 2252.001(4), Texas Government Code,

OR

☐ **Nonresident bidder** as defined in Section 2252.001(3), Texas Government Code, and our principal place of business is located at _____ (City and State).

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

SIGNATURE	Douglas Moore
NAME OF AUTHORIZED AGENT	Douglas Moore
TITLE OF AUTHORIZED AGENT	Government Sales Rep
DATE	05/04/26

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF Galveston §

By the signature below, the signatory for the bidder certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: Douglas Moore

Title: Government Sales Rep

Company: King Ranch Ag & Turf

Date: 05/05/2026

SUBSCRIBED and sworn to before me the undersigned authority by Douglas Moore on the 5th day of May, 2026 on behalf of said bidder.

_____
Notary Public in and for the
State of Texas

KYLE HUMPHREY
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-31-26
Notary ID # 13404297-1

My commission expires: 10-31-26

APPENDIX I – SAMPLE CONTRACT

SAMPLE CONTRACT – INVITATION FOR BID NON-CONSTRUCTION ONLY
CITY OF LA MARQUE
AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT CONTRACT

Vendor Name	Vendor Name
Vendor Unique Entity Identifier (UEI) if available	XXXXXXXXXXXX
Period of Performance Start Date	
Period of Performance End Date	
Amount of Federal Funds Obligated by this Agreement	$000,000
Assisted Listing Number (ALN) 21.027	**FAIN #**

INTRODUCTION

THIS CONTRACT for General Services, Supplies, and/or Equipment ("Contract") is made and entered into this [Date], by and between [City of La Marque], Texas, hereinafter referred to as the "Entity" and [Vendor Name], hereinafter referred to as the "Vendor." Entity and Vendor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Entity has determined that it has the objective of providing services to its residents; and

WHEREAS, the Entity has been awarded ARPA funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the Entity from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be fully expended by December 31, 2026); and

WHEREAS, the Entity desires to disburse funds to the Vendor to perform certain services or provide certain supplies or equipment in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Vendor has represented to the Entity that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the Entity's Representative listed below will serve as the primary point of contact for the Vendor. All required reports and communication shall be directed to this liaison and other local personnel as appropriate. The Vendor shall designate a Representative to act on Vendor's behalf for all purposes, including execution of Change Orders and Requests for Payment.

Any notice or communication required or permitted to be given under this Contract must be in writing. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

Entity Name	City of La Marque	**Vendor Name**	King Ranch Ag & Turf
Entity Address 1	1111 Bayou Road	**Vendor Address 1**	2135 Gulf Freeway South
Entity Address 2	La Marque, Texas 77568	**Vendor Address 2**	League City, TX 77573
Entity Representative for Project		**Vendor Representative for Project**	
Name	Amanda Hobby	**Name**	Doug Moore
Title	Assistant Director of Public Works	**Title**	Government Sales Rep
Phone	(409) 795-7996	**Phone**	832-248-4091
Email	a.hobby@cityoflamarque.org	**Email**	dmoore@king-ranch.com
Entity Billing Contact		**Vendor Billing Contact**	
Name	Deborah Bonsignore	**Name**	Doug Moore
Title	Accounts Payable Clerk	**Title**	Government Sales Rep
Phone	(409) 938-9214	**Phone**	832-248-4091
Email	d.bonsignore@cityoflamarque.org	**Email**	dmoore@king-ranch.com

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate
Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

a. This Contract and all exhibits listed, contained, or referenced in this Contract.

b. All Addenda issued before the Effective Date of this Contract;

c. All Alternates accepted by the Entity before the Effective Date of this Contract;

d. All Change Orders issued after the Effective Date of this Contract; and

e. The response submitted by Vendor in response to the IFB issued by Entity for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between Entity and Vendor, and supersede all prior negotiations, representations, or agreements, written or oral. To the extent of any conflict between Vendor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract and Delivery Schedule – Commencement of Work

Entity shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. Vendor shall achieve substantial completion of the Work within 90 calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024.

1.4.2 Pre-Existing Conditions

Vendor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Vendor's investigation was instrumental in preparing its bid to perform the Work. Vendor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Vendor discovered or, in the exercise of reasonable care, should have discovered

in Vendor's investigation.

1.4.3 Liquidated Damages

Vendor and Entity agree that a breach of this Contract as to completion time will cause damage to the Entity, but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that $100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

1.4.4 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the Entity shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.5 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Vendor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Entity, who retains the right to reject the transfer of the contract.

1.4.6 Termination of Contract For Cause

This Contract may be terminated by the Entity for cause, including any nonperformance by the Vendor; failure of the Vendor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Vendor including a statement of the reasons, therefore. The determination of the Entity as to the cause of termination and the appropriateness thereof shall be final and binding upon both Entity and Vendor. Cause for termination shall include any material failure by Vendor to comply with any terms of this Contract.

a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Vendor under this Contract shall, at the option of the Entity, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

b. Notwithstanding the above, the Vendor shall not be relieved of liability to the Entity for damages sustained by the Entity by virtue of any breach of this Contract by the Vendor, and the Entity may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the Entity from the Vendor is determined.

c. The Vendor agrees to indemnify and hold the Entity harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Entity under this provision.

d. In case of default by the Vendor, the Entity may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Entity reserves the right to cancel the Contract.

f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Vendor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the Entity at the Entity's sole discretion.

1.4.7 Termination of Contract For Convenience of the Entity

The Entity may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If the Vendor is terminated by the Entity as provided herein, the Vendor will be paid for actual services provided or delivered purchases that are determined acceptable at the sole discretion of the Entity, less payments of compensation previously made. Vendor

1.4.8 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent ARPA funds, shall immediately become the sole and separate property of the Entity and the Vendor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the Entity. All finished or unfinished documents, data, studies, reports, and work products prepared by the Vendor under this Contract or with grant funds shall, at the option of the Entity, become Entity's property.

1.4.9 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Vendor or the Entity, the Vendor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the Entity's request.

1.4.10 Ownership of Material

The Entity shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the Entity to the Vendor for the purpose of assisting the Vendor in the performance of this Contract. All such items shall be returned immediately to the Entity at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the Entity, be disclosed to others or used by the Vendor or permitted by the Vendor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the Entity pursuant to this Contract shall belong exclusively to the Entity. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the Entity upon completion of the Project. The Vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Entity.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Vendor shall be compensated per the schedule below. Payment to the Vendor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the IFB, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

Entity shall pay Vendor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of [Spelled out dollar amount here] ($000,000.00), and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see **Exhibit A2**) subdividing the Project into its respective parts (f needed), and which includes values for all items comprising the Project will serve as the basis for payments made to Vendor.

1.5.3 Vendor's Payment Obligations

Vendor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

a. Firm shall submit an invoice upon completion of each milestone. Deliverables will be considered complete only upon inspection and written acceptance by the Entity. Each invoice shall include deliverable(s) completed and

the price for each. **The final request for reimbursement must be received by City/County no later than September 30, 2026.**

1.5.4 Request for Payment

As instructed, all payment requests must be submitted on the Request for Payment (See **Exhibit A3**) including required attachments. Notwithstanding the certification of Vendor's payment requests, the Entity or its Representative will independently review Vendor's payment requests and make a determination as to the amount properly payable to Vendor.

1.5.5 Offsets; Deductions; Withholding

a. Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which Entity is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Vendor.

c. Notwithstanding any other contractual provision to the contrary, Entity may withhold any payment from Vendor to the extent reasonably required to protect Entity interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the Entity, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Vendor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Vendor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.6 Final Payment

Vendor's request for Final Payment must not be made until all Work is completed, all requirements of the Vendor Documents have been satisfied, and Vendor delivers the services or equipment.

SECTION 2. ENTITY RESPONSIBILITIES

SECTION 2.1 GENERAL

a. Entity will cooperate in a timely manner in providing information regarding its requirements.

b. Entity will review and provide final approval of the general schedule, setting the plan for milestone dates and completion or delivery.

c. If the Entity has actual knowledge of any fault or defect or non-conformance with the Specifications, the Entity shall give prompt written notice of such fault, defect, or non-conformance to Vendor.

d. The Entity may designate one or more inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Vendor's responsibilities for the Work.

e. The Entity may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Vendor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with Entity's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Vendor and listed in the attached Exhibits, if applicable.

Vendor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Entity nor shall Vendor be released from any liability by reason of such approval by Entity, it being understood that Entity at all times is ultimately relying upon Vendor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Vendor shall supervise and direct the Work and shall be solely responsible for means, methods, techniques, sequences, and procedures for the Work. Vendor shall promptly correct any defective or non-conforming Work at Vendor's sole expense and without cost to Entity.

SECTION 3.3 SUBVENDORS

Vendor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the scope of work.

a. Vendor shall monitor the Work of the Subcontractors as required and coordinate such Work with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.

b. Upon request, Vendor shall provide Entity with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Vendor shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the HUB Subcontracting Plan without Entity's written approval.

SECTION 3.5 KEY TASKS

a. Provide services and purchase of equipment in accordance with delivery schedules and other prescribed timelines herein.

b. Provide a warranty on all purchased equipment.

c. Provide excellent customer service. Firm shall be responsive to requests and communicate on a regular basis with the Entity.

d. Provide and maintain all original and copies of supporting documentation.

e. Furnish progress reporting as determined or requested by the Entity.

f. Support and assist the Entity during state/federal monitoring or auditing activities, including providing financial information, reports, and other requests that may be required.

SECTION 3.6 SCHEDULING

Vendor is solely responsible for delivery of the services/equipment in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.7 NON-CONFORMING WORK

Entity may reject any defective or non-conforming Work on the Project of which Entity becomes aware and Vendor shall promptly correct any such defect at Vendor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with Entity's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Construction Document materials prepared or furnished by or on behalf of Vendor, Vendor shall promptly correct such condition at no additional cost to Entity. If Vendor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, Entity may cause the condition to be corrected and offset the cost of such correction against any monies owed to Vendor; provided, however, if no monies are owed Vendor at the time the condition is discovered or at the time the condition is corrected by Entity, Vendor shall promptly reimburse the Entity for all expenses incurred to correct the condition. Vendor shall warranty all corrective Work, whether performed by or through Vendor or by a third party retained by Entity in accordance with the immediately preceding sentence due to Vendor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.8 INDEMNIFICATION

Vendor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the Entity and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Vendor hereby assumes all liability and responsibility of the entity and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Vendor likewise covenants and agrees to and does hereby indemnify and hold harmless entity from and against any and all injury, damage, or destruction of property of entity, arising out of or in connection with all acts or omissions of Vendor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Vendor agrees to and shall release Entity, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Vendor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the Entity in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the Entity, its officers, agents, employees or separate Vendors, and in the event of joint and concurring negligence or fault of the Entity and Vendor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the entity under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This section survives termination or expiration of this Contract.

SECTION 3.9 INSURANCE & BONDING

If applicable, Vendor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by Entity in the Solicitation documentation and included here as **Exhibit D** and **Exhibit E**.

SECTION 4. REQUIRED PROVISIONS

The Vendor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Vendor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Vendor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in **Exhibit B.**

SECTION 4.2 DEBARMENT AND SUSPENSION

Vendor has provided proof of registration, active/good standing, and non-debarment status in the System for Award Management. Should this status change, the Vendor must notify the Entity immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

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

SECTION 4.5 ETHICS MATTERS

Vendor and its employees, agents, representatives, and subcontractors have ready and understand the Entity's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest (state.tx.us), and applicable state ethics laws and rules available. Neither Vendor nor its employees, agents, representatives, or subcontractors will assist or cause Entity employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Vendor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Vendor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

a. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

b. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

c. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be

incorporated into this Contract.

d. Licenses, Permits, Taxes, Fees, Laws, and Regulations

i. Vendor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor's performance of this Contract.

ii. Vendor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor's performance of this Contract.

iii. Vendor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the Entity.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Vendor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of Entity to pay Vendor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the Entity shall have no liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of Entity to Vendor, no present or future partner or affiliate of the Entity or any agent, officer, director, or employee of the Entity or anyone claiming under the Entity, has or shall have any personal liability to Vendor or to anyone claiming through or under Vendor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Vendor, and neither Vendor's interest in this Contract (including, but not limited to Vendor's fees due hereunder), nor Vendor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Vendor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Vendor shall comply with all federal and state laws and Entity's Ordinances and Codes applicable to the Vendor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in La Marque (Entity Name), Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Galveston County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.8 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the performance related to this Contract and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

BY: _____
(Entity Official)

_____
(Printed Name)

_____
(Title)

_____
(Date)

BY: King Ranch Ag & Turf
(Vendor's Authorized Representative)

Douglas Moore
(Printed Name)

Government Sales Rep
(Title)

05/04/26
(Date)

SECTION 6. EXHIBITS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND ATTACHED TO THE CONTRACT:

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Provisions (ARPA Terms & Conditions)
Exhibit C	Other Relevant Information
Exhibit D	Insurance Certificate (if applicable)
Exhibit E	Bid, Performance, and Payment Bonds (if applicable)
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

Exhibit A1 – Scope of Work

To be populated with solicitation Scope of Work

Exhibit A2 – Payment & Pricing Schedule

The terms for payment for the contract are as follows:

Payment Schedule:

Payment will be made within 30 days of a Request for Payment and only after delivery of all services and/or purchases and acceptance by the Entity.

Pricing Schedule:

Prices for all goods and/or services shall be all inclusive.

Entity is an agency of the State of Texas and materials and services utilized in the provision of services or purchases may be exempt from state and local taxes. Vendor is responsible for taking full advantage of all tax exemptions applicable to the Project. Entity will deduct from the Requests for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.

Lump Sum Price: Vendor shall provide pricing in the table below to complete the scope of services contained in **Exhibit A1**, Scope of Work, in accordance with the specifications contained in this document. Costs include all applicable services (i.e. labor, materials, profit, bonding, insurance, permitting, general conditions, and other costs) to provide a turnkey product.

(Note to Entity: Component pricing should be based on the identified components of the scope of work contained in **Exhibit A1**). An example is provided below:

SCOPE OF WORK	PRICE
JOHN DEERE 4105E TRACTOR	$80,002.57
TIGER BB-22 BOOM MOWER	$83,976.20
	$
	$
TOTAL LUMP SUM PRICE (TOTAL OF ABOVE LINE ITEMS)	$163,978.77

Exhibit A3 – Request for Payment

Project Name:	(1) 2025 Tractor with Boom Mounted Mower		
Vendor Name:	King Ranch Ag & Turf		
Date of Request:	05/04/26		
Contact Name:	Doug Moore		
Contact Phone:	832-248-4091	**Contact Email:**	dmoore@king-ranch.com

Item for Payment	Description	Unit Cost or Percent Complete	# of Units	Total Amount
6105E	John Deere Tractor	$80,002.57	1	$80,002.57
Tiger BB-22	Boom Mower	$83,976.20	1	$83,976.20
TOTAL				$163,978.77

X	Attachments
1	50" Rotary Head

Submitted By	
Name and Title	Douglas Moore - Government Sales Rep
Signature	*Douglas Moore*

CERTIFICATION: I certify that this Request for Payment contains costs associated with the provision of services in accordance with the terms of the contract. I also certify that all required documentary evidence has been submitted along with the Request for Payment as instructed, including any documentation associated with requirement to pay prevailing wages.

By signing this Request for Payment, I certify to the best of my knowledge and belief that information provided in this Request is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

WARNING: Section 1001 of Title 18 U.S. code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or obtain federal funds.

EXHIBIT B – ARPA REQUIRED PROVISIONS

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

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (9) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (10) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (11) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (12) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (13) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (14) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (15) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (16) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.		
>$10,000,000 for ARPA but State Provision Applies at any amount and/or >$2,000 for CDBG/Braided Funds Projects See TX Prevailing Wage Laws	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)	Contractor RFP/IFB Subrecipients
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.		
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials. (g) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (h) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance equipment or services (b) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. (c) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (i) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, (j) (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (k) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (l) (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.		
	See 2 CFR §200.322 - Domestic Preferences for Procurements. (d) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (e) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (f) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
	Additional 2 CFR 200 References & Other Regulations		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	(c) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see U.S. Department of Labor's list) are considered as set forth below. (d) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
>$10,000	(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** Federal agencies or pass-through entities may not impose any other record retention requirements except for the following: (a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period. (c) The records for property and equipment acquired with the support of Federal funds	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	must be retained for three years after final disposition. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]** (e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award. (f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below: (1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission. **[All records related to ARPA shall be maintained for five years per the ARPA R terms, conditions, and regulations.]** (2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. **[All records related to ARPA shall be maintained for five years per ARPA terms, conditions, and regulations.]**		
None	When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152	Contractor RFP/IFB Contractor RFQ Subrecipients
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Texas Government Code Sec. 2271.002	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract		
For Critical Infrastructure Projects	PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE. PROHIBITED CONTRACTS. (a) A governmental entity may not enter into a contract or other agreement relating to critical infrastructure in this state with a company: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is: (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country.	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	Subrecipients EC 6.1 Awardees
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	1. Use of Funds. a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	4. Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	available by law.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. c. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. d. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and	Section 9901 of the American Rescue Plan Act,	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

Exhibit C – Other Related Information

To be inserted

Exhibit D – Insurance Certificate

To be inserted

Exhibit E – Bid, Performance, and Payment Bonds

To be inserted

Exhibit F – Eligibility Verification (SAM.gov)

Vendor to provide a dated printout of their active status without exclusions from SAM.gov website

Exhibit G – Certificate of Interested Parties (Form 1295)

Form 1295 (Certificate of Interested Parties) must be completed on the Texas Ethics Commission's website as part of this project prior to contract execution. Form 1295 can be accessed here: https://www.ethics.state.tx.us/filinginfo/1295/ and must be returned with the certification number assigned after completion

JOHN DEERE | KING RANCH AG & TURF

JOHN DEERE

Prepared For

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Prepared By

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281-338-1300
dMOORE@king-ranch.com

Quote Id 1768973
Expiration Date 08-Jun-2026

Customer Notes

Procurement Ref #2485
RFP for one (1) Tractor with Boom Mounted Mower
KRAT Customer #21320

Quote Summary

Equipment Summary	Selling Price	QTY In Group	Extended
New JOHN DEERE 6105E Cab Tractor 87 PTO hp 332FP	**$80,002.57**	**1**	**$80,002.57**
Tiger BB-22 Boom Mower W/ 50" Rotary Head (Rear Cradle)	**$83,976.20**	**1**	**$83,976.20**
Equipment Total			**$163,978.77**

Quote Summary	
Total Selling Price	$163,978.77
Sub-total	**$163,978.77**
Balance Due	**$163,978.77**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE | KING RANCH AG & TURF

JOHN DEERE

Selling Equipment

Quote # 1768973

Customer CITY OF LA MARQUE

New JOHN DEERE 6105E Cab Tractor 87 PTO hp 332FP

QTY In Group : 1

Selling Price

$80,002.57

Hours 0

Serial Number

Stock Number 67711

PUK Parent Serial # - - -

Equipment Summary

Code	Description	Qty
332FP	6105E Cab Tractor 87 PTO hp	1

Base / Options

Code	Description	Qty
0202	United States	1
0409	English Operator's Manual North America	1
0500	Less Package	1
183N	JDLink Modem Not Machine Sync Capable	1
1950	Less Application	1
2050	Cab Standard	1
182F	AutoTrac Universal Greenstar Ready	1
185A	JDLink Connectivity	1
4120	Telescopic Draft Links	1
6045	MFWD 4 Wheel Drive Front Axle, electrohydraulic activation.	1
7700	Shipping Preparation for Truck	1
4015	Standard Hitch	1
4315	Standard Drawbar	1
4420	Sway Chains	1
3320	Two Rear Selective Control Valve with Lever Controls	1
5212	46085R34 In. 8PR R1 Radial	1
6210	34085R24 In. 8PR R1 Radial	1
1385	24F12R PowrReverser Plus Transmission, Wet Clutch, EH PTO, 40 Kmh	1
2130	Air Suspension Seat with Swivel MSG 95	1
Total Base / Options		

Technology Options

Code	Description	Qty
1880	Less Receiver	1
1900	Less Display	1
Total Technology Options		

Dealer Attachments

Code	Description	Qty
SWJHD62	AM/FM Blue Tooth Radio Serial Number: - - - Stock Number: - - -	1
BSJ10638	LED Beacon Light Serial Number: - - - Stock Number: - - -	1
Total Dealer Attachments		

Other Charges

Description
Freight Charge
Total Adjustments
Selling Price Subtotal
Total Selling Price

Tiger BB-22 Boom Mower W/ 50" Rotary Head (Rear Cradle)

QTY In Group : 1

Selling Price

$83,976.20

Hours	- - -
Serial Number	
Stock Number	- - -
PUK Parent Serial #	- - -

Equipment Summary

Code	Description	Qty
1	Tiger 22ft Boom Mower W/ 50" Rotary Head (Rear Cradle), Wheel Weights, Joystick Control, Factory Installed	1
Total Base / Options		
Selling Price Subtotal		
Total Selling Price		

WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year (except 9R Series Tractors factory equipped with required option codes and tire specifications for Heavy Duty Land Leveling, as specified in the Operators Manual). Contact Selling Dealer for additional information.	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors a) Powertrain on 5E Series Tractors (components as per B above)	24 Months or 2000 Hours, Whichever Comes First a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment Warranty	24 Months
Frontier™ Gearbox Warranty	6 Years – Rotary Tillers and Cutters, Flail and Grooming Mowers, Hay Tedders, Post Hole Diggers, Flex Mower FM4012
Frontier™ Gearbox Warranty	10 Years – Flex Mowers (FM4112, FM4115, FM4117)
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers a) Powertrain on Large Square Balers	12 Months, No Bale Limitation a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasselers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First

*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.

TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z335E, Z345M, Z345R, Z355E, Z355R, Z365R, Z375R Series ZTrak™ Mowers, Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors, Z315E, Z325E, Z320M, Z320R, Z330M, Z330R, and Z370R Series ZTrak™ Mowers**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors, Z515E, and Z500M Series ZTrak™ Mowers**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors, Z700E, and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, and M Series Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, Z900M Series ZTrak™ Mowers, and R Series Commercial Walk Behind Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997R, Z900A Series, and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors a) Powertrain on Compact Utility Tractors (components as per B above) b) Compact Utility Tractor Loaders D120, 120E, 120R, 220R, 300E, 300R, 320R, 400E, 440R	24 Months or 2000 Hours, Whichever Comes First a) 72 Months or 2000 Hours, Whichever Comes First b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires - contact manufacturer for warranty terms and conditions, (2) Rubber track belts, elastomeric coated wheels (drive wheels, idlers, mid-rollers) and batteries - contact Selling Dealer for warranty terms and conditions (note: terms of warranties on these parts may be less than Equipment warranty). (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(Effective November 1, 2025)

Confidential with no Personal Information

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE.TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

Confidential with no Personal Information

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
1330 Post Oak Blvd., 3rd Floor
Houston TX 77056

CONTACT NAME: Clarissa Garza
PHONE (A/C, No, Ext): 713-470-4246
FAX (A/C, No): 832-485-4001
E-MAIL ADDRESS: cagarza@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Fireman's Fund Indemnity Corpo	11380
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robstown Hardware Company / Robstown Hardware Company dba King Ranch Ag & Turf
12725 Cude Cemetery Rd.
Willis, TX 77318

COVERAGES **CERTIFICATE NUMBER:** 927056521 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR		Y	USZ00106325	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WLRC72792506	5/1/2025	5/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Workers Compensation policy contains a blanket Waiver of Subrogation endorsement to any person or organization where required by written contract or agreement, executed prior to the loss, per form WC 00 03 13 (11/05). The Umbrella policy provides coverage excess of the Employers Liability coverages on a follow form basis subject to the terms and conditions of the Umbrella policy.

CERTIFICATE HOLDER

City of La Marque
4916 Texas Ave, Ste C
La Marque, TX 77568

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Workers' Compensation and Employers' Liability Policy

Named Insured KING RANCH, INC 3 RIVERWAY STE 1600 HOUSTON TX 77056	Endorsement Number Policy Number Symbol: WLR Number: C72792506
Policy Period 05-01-2025 **TO** 05-01-2026	Effective Date of Endorsement 05-01-2025
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

WC 00 03 13 (11/05) © Copyright 1983–2017 National Council on Compensation Insurance, Inc. All Rights Reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

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PRODUCER
Sentry Insurance
1800 North Point Drive
Stevens Point, WI 54481

CONTACT NAME: Sentry Customer Service
PHONE (A/C, No, Ext): 800-473-6879
FAX (A/C, No): 800-514-7191
EMAIL ADDRESS: businessproducts_direct@sentry.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentry Select Insurance Company	21180
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robstown Hardware Company / Robstown Hardware Company
King Ranch Ag & Turf
12725 Cude Cemetery Rd
Willis, TX 77318-6468

COVERAGES **CERTIFICATE NUMBER:** 4557207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			2497864006	05/01/2025	05/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			2497864009	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	ERRORS & OMISSIONS			2497864005	05/01/2025	05/01/2026	Employee Benefits Errors & Omissions — Occurrence Limit	$ 500,000
							Annual Aggregate Limit	$ 1,000,000
							Deductible	$ 1,000
							All Other Errors & Omissions — Occurrence Limit	$ 250,000
							Annual Aggregate Limit	$ 500,000
							Deductible	$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of La Marque
4916 Texas Ave Ste C
La Marque, TX 77568-3048

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Hoyland

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AGENCY CUSTOMER ID: XXXXXX7716

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Cecil Rambo		Robstown Hardware Company / Robstown Hardware Company King Ranch Ag & Turf
POLICY NUMBER		
2497864006		
CARRIER	**NAIC CODE**	**EFFECTIVE DATE:** 05/01/2025
Sentry Select Insurance Company	21180	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sentry Insurance
1800 North Point Drive
Stevens Point, WI 54481

CONTACT NAME: Sentry Customer Service
PHONE (A/C, No, Ext): 800-473-6879 FAX (A/C, No): 800-514-7191
EMAIL ADDRESS: businessproducts_direct@sentry.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentry Select Insurance Company	21180
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robstown Hardware Company / Robstown Hardware Company
King Ranch Ag & Turf
12725 Cude Cemetery Rd
Willis, TX 77318-6468

COVERAGES **CERTIFICATE NUMBER:** 4557207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Cyber Liability and Data Breach Response**		N / A	2497864010	05/01/2025	05/01/2026	Policy Aggregate Limit of Liability	$ 100,000
							Retention	$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of La Marque
4916 Texas Ave Ste C
La Marque, TX 77568-3048

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Hyland

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AGENCY CUSTOMER ID: XXXXXX7716

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Cecil Rambo		Robstown Hardware Company / Robstown Hardware Company King Ranch Ag & Turf
POLICY NUMBER		
2497864010		
CARRIER	**NAIC CODE**	**EFFECTIVE DATE:** 05/01/2025
Sentry Select Insurance Company	21180	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

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96a795b2-448c-400b-a238-8554cab07df8

An official website of the United States government Here's how you know

Contract Awards Scheduled Maintenance
Show Details
Mar 30, 2026

Revolutionary FAR Overhaul Impacts to SAM.gov
Show Details
Aug 15, 2025

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< Core Data

- Entity Registration
  - Core Data
    - Business Information
    - Entity Types
    - Financial Information
    - Points of Contact
  - Assertions
  - Reps and Certs (FAR/DFARS)
  - Reps and Certs (Financial Assistance)
- Exclusions
- Responsibility / Qualification

Entity Information

KING RANCH, INC.

Active Registration

Unique Entity ID
FWZDNWVWGAB5

CAGE/NCAGE
4WP57

Expiration Date
Mar 20, 2027

Physical Address
3 Riverway
Suite 1600
Houston, Texas
77056-1967, United States

Mailing Address
3 Riverway STE 1600
Houston, Texas
77056-1967, United States

Purpose of Registration
All Awards

Version
Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
https://www.king-ranch.com

Division Name
King Ranch Inc

Division Number
(blank)

Congressional District
Texas 38

State/Country of Incorporation
Texas, United States

Registration Dates

Activation Date
Mar 24, 2026

Initial Registration Date
Oct 22, 2007

Submission Date
Mar 20, 2026

Owner	CAGE	Legal Business Name
Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Entity Dates

Entity Start Date
May 11, 2011

Fiscal Year End Close Date
Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☑ Yes

ENTITY TYPES

Business Types

Entity Structure	**Corporate Entity (Not Tax Exempt)**
Entity Type	**Business or Organization**
Profit Structure	**For Profit Organization**
Organization Factors	**(blank)**

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments

Debt Subject To Offset ⓘ

No	No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **4WP57**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

PHILIP T MULLETT

Address
Three RIVERWAY, Suite 1600
Houston, Texas 77056
United States

Government Business

Primary Point of Contact

PHILIP T MULLETT

Address
Three RIVERWAY, Suite 1600
Houston, Texas 77056
United States

Past Performance

Primary Point of Contact

WILLIAM R MURPHY

Address
Three RIVERWAY, Suite 1600
Houston, Texas 77056
United States

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1440439

Date Filed:
03/31/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

King Ranch Ag & Turf
League City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of La Marque

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Procurement Ref # 2485
Parts, Sales, Service of John Deere and other vendors of agricultural and commercial equipment.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Dennis Bielamowicz, and my date of birth is 10/17/1967.

My address is 2202 Lilyglen Court, League City (city), TX (state), 77573 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 31 day of March (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☑	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☑	B. Pricing Sheet
☑	C. System for Award Management (SAM.gov) Record Search
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☑	F. Ethics and Conflict of Interest Acknowledgement
☐	G. Statement of Conflicts of Interest (if any)
☐ ☑	H. Conflict of Interest Questionnaire (Form CIQ) Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Shannon Breaux
AUTHORIZED SIGNATURE:	Shannon Breaux
TITLE OF AUTHORIZED AGENT:	Director of Public Works
DATE OF SIGNATURE:	5/20/2026

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Shannon Breaux
Name of Respondent:	ATMAX Equipment Co.
Date of Rating:	5/20/2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	18	Score reduced because proposal included less detailed supporting documentation than competing proposals.
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	19	Score reduced because proposal included fewer supporting references and service details than competing proposals.
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	42	Score reduced because proposal pricing was significantly higher than competing proposals submitted.
	TOTAL AVAILABLE POINTS	**100**	79	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Shannon Breaux
AUTHORIZED SIGNATURE:	Shannon Breaux
TITLE OF AUTHORIZED AGENT:	Director of Public Works
DATE OF SIGNATURE:	5/20/2026

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Shannon Breaux
Name of Respondent:	King Ranch
Date of Rating:	5/20/2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications –** Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	Full points awarded because proposal demonstrated understanding of requested specifications and included multiple references for similar boom mower equipment.
B.	**Capacity to Perform and Delivery/Service Schedule –** Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	Full points awarded because respondent demonstrated ability to meet delivery requirements and provide municipal equipment support and service capabilities.
C.	**Pricing –** Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	56	Score reduced because proposal pricing was higher than the alternate King Ranch proposals submitted.
	TOTAL AVAILABLE POINTS	**100**	96	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	King Ranch Ag + Turf (Boom Mower)
Date of Rating:	May 19, 2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria JD 6105E - Tiger Bengal Boom (BB-22)

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal			
2.	Financial Stability			
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	Well Known local Vendor CO-OP
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	15	3 references
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	55	Valid Until 6-8-26
	TOTAL AVAILABLE POINTS	**100**	90	$163,978.77

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☑ ☐	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000) Please check this box if the proposal does not exceed $100,000.
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☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

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AUTHORIZED AGENT NAME:	Amanda Hobby
AUTHORIZED SIGNATURE:	Amanda Hobby
TITLE OF AUTHORIZED AGENT:	Asst. Director of Public Works
DATE OF SIGNATURE:	May 19, 2026

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Amanda Hobby
Name of Respondent:	Atmax (Boom Mounted Mower)
Date of Rating:	May 19, 2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	X		
2.	Financial Stability	X		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	10	5 references
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	45	Valid Until 6-1-26
	TOTAL AVAILABLE POINTS	**100**	75	$ 248,278.666

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☑	L. Non-Collusion Affidavit
☐	
☐	

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AUTHORIZED AGENT NAME:	
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	
DATE OF SIGNATURE:	

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	David Merryman
Name of Respondent:	Ring Ranch Boom mower Tractor
Date of Rating:	5/19/26

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	18	1 county references 2 city
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	18	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	55	183,978.77
	TOTAL AVAILABLE POINTS	**100**	91	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☐	
☐	

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AUTHORIZED AGENT NAME:	David Merryman
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Fire Chief / EMC
DATE OF SIGNATURE:	5/19/26

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of LaMarque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Venisha Henderson
Name of Respondent:	King Ranch / Tractor w/ Boom Mauled Mower
Date of Rating:	5-19-2024

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	**100**	100	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☑	L. Non-Collusion Affidavit
☐	
☐	

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AUTHORIZED AGENT NAME:	Venisha Henderson
AUTHORIZED SIGNATURE:	Venisha Henderson
TITLE OF AUTHORIZED AGENT:	Utility Billing Supervisor
DATE OF SIGNATURE:	5-19-2024

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of LaMarque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	Vinisha Henderson
Name of Respondent:	ATMAX Equipment Co. / Anne Gilleson
Date of Rating:	5-19-2026

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	10	
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	15	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	40	
	TOTAL AVAILABLE POINTS	**100**	65	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

This checklist is provided for the Respondent's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the Respondent of the need to read and comply with the specifications. Your submittal of the documents attests to the fact that you have read and/or included the documents with your response.

SUBMISSION CHECKLIST

CHECK FOR COMPLETION	DOCUMENTS REQUIRED FOR SUBMISSION
☑	A. Solicitation Response Cover Sheet/Acknowledgement of Addenda/Submission Checklist
☑	B. Pricing Sheet
☑	C. System for Award Management (SAM.gov) Record Search
☑	D. Customer/Client References
☑	E. Certificate of Insurance (if applicable)
☑	F. Ethics and Conflict of Interest Acknowledgement
☑	G. Statement of Conflicts of Interest (if any)
☑	H. Conflict of Interest Questionnaire (Form CIQ)
☐	Please check this box if the Respondent does not identify a conflict of interest and therefore, will not be submitting the Conflict of Interest Questionnaire Form CIQ.
☑	I. Disclosure of Lobbying Activities SF-LLL Certification (Required for all proposals exceeding $100,000)
☐	Please check this box if the proposal does not exceed $100,000.
N/A	J. Texas Ethics Commission Certificate of Interested Parties (Form 1295) (This is a sample and is only required to be completed by the Respondent selected for award.)
☑	K. Bidder's Certification
☑	L. Non-Collusion Affidavit
☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Venisha Henderson
AUTHORIZED SIGNATURE:	Venisha Henderson
TITLE OF AUTHORIZED AGENT:	Utility Billing Supervisor.
DATE OF SIGNATURE:	5-19-2024

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	C Wiggs one
Name of Respondent:	King Ranch (Boom Mounted Mower)
Date of Rating:	05/19/26

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	Good References
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	**100**		

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Chad Waggoner
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Deputy Chief of Police
DATE OF SIGNATURE:	05/19/26

RATING SHEET – REQUEST FOR PROPOSALS (RFP)
COMPETITIVE PROCUREMENT FOR GENERAL SERVICES, SUPPLIES, AND/OR EQUIPMENT

Entity Name:	City of La Marque
IFB Title or Number:	
Source of Funds:	American Rescue Plan Act (ARPA) (list others)
Evaluator's Name:	C. Waggoner
Name of Respondent:	ATMAX Equipment Co.
Date of Rating:	05/19/26

Each evaluation committee member shall independently assess the content of each response using only the evaluation criteria and weights published in the solicitation and award points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered from past experience with the Respondent, from the Respondent's proposal response, and/or by contacting past/current clients (references) of the Respondent. Respondents proposing to offer specific services (if allowed in IFB) should be scored only on those services. Rate Respondent in the following areas:

Pass/Fail Criteria

	Factor	Pass	Fail	Comments
1.	Responsiveness of Proposal	✓		
2.	Financial Stability	✓		
Must pass all above areas to proceed. If a Fail is marked, stop here.				

Total Score (A + B + C)

	Factor	Maximum Points	Score	Comments
A.	**Understanding of Work, Experience, and Relevant Qualifications** – Experience in services similar in size and scope; total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services.	20	20	
B.	**Capacity to Perform and Delivery/Service Schedule** – Demonstrated capacity to provide goods or services within the prescribed delivery date and time. Provided references should be considered in this evaluation.	20	20	
C.	**Pricing** – Prices for all goods and/or services shall be all inclusive and valid for 90 days.	60	60	
	TOTAL AVAILABLE POINTS	**100**	100	

ATTACHMENT A (CONTINUED)

SOLICITATION RESPONSE COVER SHEET/ACKNOWLEDGMENT OF ADDENDA/ SUBMISSION CHECKLIST

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☐	
☐	

The Respondent's authorized agent must sign this document to acknowledge having read this solicitation carefully and completely, including the list of addenda, and that the information submitted is true and correct.

AUTHORIZED AGENT NAME:	Chad Waggoner
AUTHORIZED SIGNATURE:	
TITLE OF AUTHORIZED AGENT:	Deputy Chief of Police
DATE OF SIGNATURE:	

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.VI.
Prepared by: Shannon Breaux
Reviewed by:
Department: Public Works

AGENDA ITEM DESCRIPTION:
Approving the final close-out package for the ARPA Citywide Solar Lighting Improvements Project, including final change order, certificates of completion, substantial completion documentation, and maintenance bond - *Public Works*

STAFF BRIEFING:
The ARPA Citywide Solar Lighting Improvements Project has been completed in accordance with the approved plans and specifications. The project engineer has certified the work as complete and operational, and the contractor has provided the required completion documentation and maintenance bond. The final change order decreased the contract amount by $4,500, resulting in a final contract amount of $213,412.46. Staff recommends approval of the project close-out package.

HISTORY:
The City awarded the ARPA Citywide Solar Lighting Improvements Project to improve lighting infrastructure throughout the city utilizing ARPA funding. Construction has been completed, punch list items have been addressed, and the project was determined substantially complete effective January 9, 2026, beginning the one-year warranty period.

FISCAL IMPACT:
The final contract amount for the project is $213,412.46 following approval of the final deductive change order in the amount of $4,500. Funding for the project was provided through ARPA funds.

ADICO
CONSULTING ENGINEERS

FINAL CHANGE ORDER

DATE OF ISSUANCE:	24-Mar-26
PROJECT:	ARPA Citywide Solar Lighting Impovements
OWNER:	City of La Marque
CONTRACTOR:	Creacom, Inc
ARPA NO.:	2482, RCP-056096
ADICO JOB NO.:	24103-01

DESCRIPTION OF CHANGES:

Item No.	Description	Unit	Qty.	Unit Price	Total
Deleted Items:					
1	**Items Removed/Decreased**				
3	**ALLOWANCE**: Provide all supervision, labor, materials, tools, equipment, incidentals and related items to Install and Implement Traffic Control Plan, as shown on plans and according to specifications. **(Authorized only by Engineer)**	MONTH	3.00	$ 1,500.00	$ 4,500.00
	SUBTOTAL (DECREASED)				**$ 4,500.00**

SUBTOTAL DELETED ITEMS **$ 4,500.00**

CHANGE IN CONTRACT PRICE SUMMARY:

Original Contract Amount:	$ 217,912.46
Net Increase (decrease) from previous change order(s):	$ -
Net Increase (decrease) from this change order:	$ (4,500.00)
Revised Contract Amount:	$ 213,412.46

RECOMMENDED BY:

Adico, LLC

By: _____

Name: Brent Berthier, P.E.

Date: March 24, 2026

APPROVED BY:

City of La Marque

By: Shannon Breaux

Name: Shannon Breaux

Date: 3/24/2026

ACCEPTED BY:

Creacom, Inc

By: _____

Name: Collin Cron

Date: 3/24/26

CITY OF LA MARQUE
MAINTENANCE BOND

1. The following terms shall have the following meanings in this document:

   a. Bond Number: GSH9000391

   b. Principal: Creacom, Inc.

   c. Surety:

      Name: The Gray Casualty and Surety Company

      State Where Surety is Incorporated: Louisiana

   d. Obligee(s): _____; and the City of La Marque, Texas (If the Principal contracted directly with a general contractor rather than with the City of La Marque, then list that general contractor here. If the Principal contracted directly with the City of La Marque, then the City of La Marque is the only Obligee, so leave this line blank.)

      If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

   e. Contract: The Contract described as follows:

      Date: _____
      Parties: Principal and City of La Marque
      Subdivision involved: _____
      _____
      General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Solar Lighting
      _____
      _____

      This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

   f. Bond Amount: $ 217,912.46

   g. Maintenance Period:

      Starting Date **of Maintenance Period**: _____
      (Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

      Ending Date of Maintenance Period: one year after the Starting Date

   h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: _____

SURETY: The Gray Casualty and Surety Company

By: _____
Signature

Mireli Stanford
Print or Type Signer's Name

Attorney-In-Fact
Signer's Title

PRINCIPAL: Creacom, Inc.

By: _____
Signature

Thomas Crea
Print or Type Signer's Name

President
Signer's Title

ATTACH POWER OF ATTORNEY

M Surety Services
12/16/2024 16:56 2264160010033

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSH9000391 **Principal:** Creacom, Inc.

Project: ARPA Citywide Solar Lighting Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

February 19th, 2026

Mr. Shannon Breaux
Public Works Director
City of La Marque
1111 Bayou Road
La Marque, TX 77568

Re: Substantial Completion Letter
ARPA Citywide Solar Lighting Improvements
ARPA #2482, RCP-056096
Adico Job No. 24103-01

Mr. Breaux,

We have observed the above referenced project constructed by Creacom, Inc., and have found the above referenced project to be substantially complete, currently functioning, or capable of functioning and in general conformance with the approved plans and technical specifications. The project was periodically observed during construction by our field project representative.

This letter establishes the substantial completion date for this project as January 9, 2026, and commences the 1-Year Warranty period.

Sincerely,
Adico, LLC



Brent Berthier, P.E.
TBPE Firm No. 16423

CERTIFICATION OF COMPLETION
(By CONTRACTOR)

We hereby certify that the Work on the Project **"ARPA CITYWIDE SOLAR LIGHTING IMPROVEMENTS"** has been completed in substantial compliance with the PLANS and TECHNICAL SPECIFICATIONS.

CONTRACTOR

By: _____

Title: Vice President

Date: 1/9/26

ADICO
CONSULTING ENGINEERS

February 19, 2026

Mr. Shannon Breaux
Public Works Director
City of La Marque
1111 Bayou Road
La Marque, TX 77568

Re: Certificate of Completion
ARPA Citywide Solar Lighting Improvements
ARPA #2482, RCP-056096
Adico Job No. 24103-01

Dear Mr. Breaux,

I, Brent Berthier, P.E., as Engineer, on behalf of the City of La Marque, certify that the project has been constructed as designed, according to the approved plans and specifications and to the standards of all authorities having jurisdiction. I further certify that all punchlist items have been addressed and the required improvements are complete and currently functioning or capable of functioning.

Sincerely,
Adico, LLC



Brent Berthier, P.E.
TBPE Firm No. 16423

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.VII.
Prepared by: Alex Getty
Reviewed by:
Department: Economic Development

AGENDA ITEM DESCRIPTION:

Considering participation in the Opportunity Zone 2.0 program - *Economic Development*

STAFF BRIEFING:

At the May 19th Regular EDC Board meeting, the Board unanimously approved moving forward with submitting applications for both eligible tracts in La Marque. As part of the motion the Board prefers to submit the tracts independently versus along with the BAHEP applications that will be submitted for eligible tracts in Galveston County that lie outside municipal jurisdictions.

HISTORY:

This is a continuation/revamp of the original Opportunity Zone program that was part of the 2017 Tax Cuts and Jobs Act.

FISCAL IMPACT:

No negative fiscal impacts known.

OPPORTUNITY ZONES FAQS

Texas Economic Development & Tourism Office | Office of the Governor

What is Opportunity Zone 2.0?
Opportunity Zone 2.0 is the new, permanent version of the Qualified Opportunity Zone program established by Congress in 2025 through the One Big Beautiful Bill Act. The program is designed to promote long-term private investment in economically distressed communities through federal tax incentives.

What are the benefits of Opportunity Zone 2.0?
Opportunity Zone 2.0 provides federal tax incentives to encourage private investment in designated areas. These incentives are intended to support business development, job creation, and long-term economic growth in qualifying communities. Specific tax benefits are administered by the Internal Revenue Service (IRS), and investors should consult tax professionals for guidance.

Who administers Opportunity Zone 2.0?
Opportunity Zone 2.0 is authorized under federal law and administered at the federal level by the U.S. Department of the Treasury and the Internal Revenue Service. States are responsible for nominating eligible census tracts for designation in accordance with federal guidelines. In Texas, that will be through the Texas Economic Development and Tourism Office, in the Governor's Office.

What census tracts are eligible?
A census tract is eligible for consideration if it meets **one** of the following criteria:

- The tract has a median family income that is **70% or less** of the applicable area or statewide median family income; **or**
- The tract has a poverty rate of **20% or greater** and a median family income that is **125% or less** of the applicable area or statewide median family income.

Under Opportunity Zone 2.0, the **contiguous tract rule has been eliminated**. Each tract must independently meet the eligibility criteria to be nominated.

If a tract does not meet these requirements, can it still be nominated?
No. Eligibility for nomination is limited to census tracts that satisfy the statutory criteria established under Opportunity Zone 2.0. Tracts that do not meet these thresholds are ineligible for designation and cannot be submitted for consideration.

Will 2018 Opportunity Zone automatically qualify again?
No. Opportunity Zones designated in 2018 will **not automatically carry over** into Opportunity Zone 2.0. Existing zones remain in effect through **December 31, 2028**. New Opportunity Zone 2.0 designations, effective **January 1, 2027**, will be based on updated eligibility criteria. Census tracts previously designated under Opportunity Zone 1.0 must independently meet the eligibility requirements of Opportunity Zone 2.0 in order to be nominated again.

How many tracts can Texas nominate?
Each governor may nominate up to **25% of the state's eligible census tracts** for designation as Opportunity Zones every ten years.

How long do Opportunity Zone designations last?
Each designated Opportunity Zone remains in effect for **10 years**. Designations are updated on a **10-year cycle**, beginning with the first Opportunity Zone 2.0 designations becoming active on **January 1, 2027** and ending 10 years later on **January 1, 2037**.

How can I nominate a tract for Opportunity Zone 2.0?
Entities interested in nominating a tract should coordinate with their local **economic development organization (EDO)** or **county judge**. Eligible entities may complete and submit the official nomination packet, available here. Nominations will begin **July 1, 2026**.

When will the OZ 2.0 eligible tract list be finalized?
The U.S. Department of the Treasury is expected to release the official list of eligible census tracts in **Spring 2026**. The Texas Economic Development & Tourism Office, within the Office of the Governor, will provide updates as new information becomes available.

How can I determine if a census tract may be eligible?
The official list of **eligible census tracts has not yet been released**. In the interim, a predictive mapping tool identifying potentially eligible tracts is available here to assist communities with preliminary planning and evaluation.

How will tracts be selected?
Tracts submitted via the nomination packet will be evaluated using a scoring framework that considers:

- **Project viability**
- **Demonstrated local support**
- **Geographic balance across the state**

How many tracts can a community submit?
The number of nominations the local economic development groups or county judges can submit for consideration is based on the number of eligible tracts in the county. See schedule below:

Number of Eligible Tracts	Percentage of Eligible Tracts to Submit for Consideration
1 to 50	100%
51 to 100	90%
101 to 200	80%
201 to 300	70%
301 and over	60%

Who should I contact with questions about Opportunity Zone 2.0?
For questions regarding Opportunity Zone 2.0, please contact the Texas Economic Development & Tourism Office's Opportunity Zone team at oppzone2.0@gov.texas.gov.

Federal Opportunity Zones in Texas

The Opportunity Zone program, established in 2017 and administered by the U.S. Department of Treasury, has been updated and made permanent through U.S. House Resolution 1—the One Big Beautiful Bill Act—passed by Congress in 2025. The renewed Opportunity Zone 2.0 program will take effect January 1, 2027, following the sunset of current designations at the end of 2026. The program offers incentives, in the form of capital gains tax abatement, for those who invest eligible capital into Qualified Opportunity Zone assets.

Opportunity Zone 2.0 Program

Under Opportunity Zone 2.0, state governors will be able to nominate 25% of their respective state's eligible census tracts every ten years for U.S. Treasury certification as Opportunity Zone tracts.

- Nominations will begin **July 1, 2026**.
- The U.S. Department of Treasury has released the official list of eligible census tracts for Qualified Opportunity Zone (QOZ) designation – **see the full Texas QOZ excel listing**.
- **Decennial redesignations**: Opportunity Zone 2.0 designations are effective for 10 years beginning **January 1, 2027**.

In This Section

Incentives & Financing

Texas Enterprise Fund

Event Trust Funds

Governor's University Research Initiative (GURI)

Texas Enterprise Zone Program

Texas Small Business Credit Initiative

Industrial Revenue Bonds

Spaceport Trust Fund

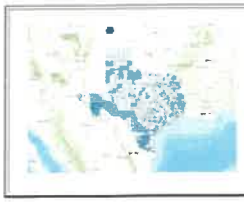
Economic Development & Diversification In-State Tuition for Employees

Opportunity Zones

Texas Jobs, Energy, Technology & Innovation (JETI)

Texas Semiconductor Innovation Fund (TSIF)

Texas Micro-Business Disaster Recovery Program



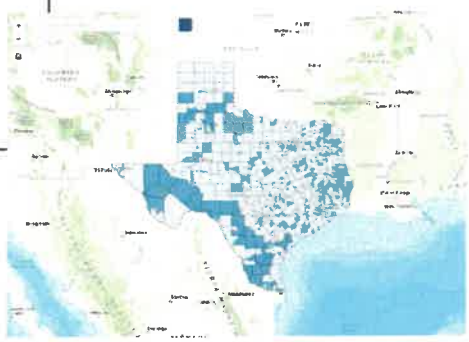
Map: Eligible Tracts that Qualify for Texas Opportunity Zones 2.0

Note: *Tract designations under the initial Opportunity Zone program (OZ 1.0) remain eligible through December 31, 2028, creating a two-year overlap. OZ 1.0 designated tracts will not be automatically recertified under Opportunity Zone 2.0. However, they may be submitted for reconsideration under the new program. See Designation Process and Nomination Packet sections below for additional guidance.*

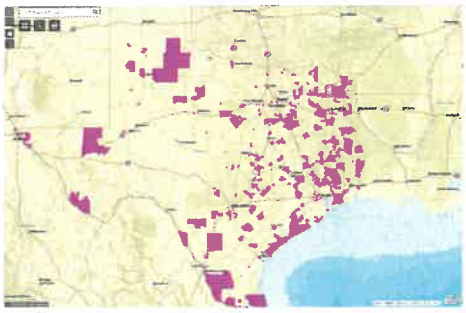
Opportunity Zone 2.0 continues the program's mission of encouraging long-term private investment in low-income communities by offering federal tax incentives to investors, while strengthening accountability and refining eligibility criteria. The updated framework emphasizes support for rural communities, tightens the income threshold for eligible tracts and removes the contiguous tract allowance. Additional benefits, including enhanced capital gains exclusions and modified investment requirements, are designed to increase the flow of private capital into underserved areas.

Program Highlights

- To be eligible, a tract must have a median family income (MFI) less than 70% of state/metro MFI; or poverty rate greater than or equal to 20% and MFI less than or equal to 125% of state/metro MFI.
- The Contiguous Tract Rule, which allowed designation of tracts next or adjacent to qualifying tract, has been eliminated.
- There is a standard five-year deferral plus 10% basis step-up for all investors.
- A 10-year tax-free appreciation remains; stepped-up Fair Market Value after 30 years (no "forced exit").
- Rural enhancements: Qualified Renewal Opportunity Fund that maintains greater than or equal to 90% of capital in rural Opportunity Zones qualify for 30% step-up after five



Map: Potential eligible tracts that may qualify for Texas Opportunity Zones 2.0



Map: Texas Opportunity Zones 1.0

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years; substantial improvement threshold in rural Opportunity Zones has been reduced to 50% (vs. 100%).

*Note: **Rural area** means 1) any area other than a city or town with a population greater than 50,000, and 2) any urbanized area contiguous and adjacent to a city or town with a population greater than 50,000.*

Communities, stakeholders and members of the public are invited to share questions, comments or relevant information with our Opportunity Zone Team at OppZone2.0@gov.texas.gov (mailto:OppZone2.0@gov.texas.gov?subject=Federal%20Opportunity%20Zones%20Program%202.0).

Designation Process

State governors can nominate 25% of their respective state's eligible census tracts every ten years as Opportunity Zone tracts. The U.S. Department of Treasury will begin the Opportunity Zone 2.0 designation on **July 1, 2026**.

The **Texas Economic Development & Tourism Office (EDT)** within the Office of the Governor will lead the efforts to develop a transparent, data-driven selection process for Opportunity Zone 2.0. To do so, EDT will ask **economic development organizations (EDOs)** and **county judges** to submit eligible tracts in their communities for consideration based on the following criteria:

1. **Statutory compliance:** Communities should only nominate tracts that clearly meet federal eligibility.
2. **Local support:** Strong consideration will be given for those tracts which the local community will support through incentives offered, rebates and agreements.
3. **Project viability:** Communities should prioritize sites where private capital can realistically deploy in 24–48 months and where investments drive inclusive growth in the community (E.g. affordable housing commitments, anti-displacement tools, workforce initiatives, etc.).

Newsletters!



Sign-up to receive email updates from Texas Economic Development.



Contact the Opportunity Zone Program Team (mailto:oppzone2.0@gov.texa

Connect With Us

4. **Geographic balance:** EDT will ensure representation across regions of Texas; leverage **rural incentives** without selecting unworkable tracts and provide an additional incentive for tracts which have been affected by a **declared disaster** over the last three (3) years.

From the list of eligible tracts nominated by the local communities, EDT intends to finalize and submit tracts for Opportunity Zone 2.0 designations to the U.S. Department of Treasury **no later than August 3, 2026**.

Nomination Packet

The **Opportunity Zone 2.0 Nomination Packet** is available to **local economic development organizations (EDOs)** and **county judges** (for those counties with no local or regional economic development organization).

Download Nomination Packet

To ensure that both communities and EDT have sufficient time to review, compile and make a final determination, EDT asks that communities submit their nominations **no later than June 26, 2026**.

- **Frequently Asked Questions (FAQs)**

Opportunity Zone 1.0 Program

In March 2018, Governor Greg Abbott submitted the state's Opportunity Zone 1.0 designations to the U.S. Treasury to encourage long-term investment in eligible Texas communities. Governor Abbott nominated 628 census tracts in 145 Texas counties as potential Opportunity Zones across the state's total 5,265 census tracts. To determine Opportunity Zones within Texas' eligible tracts, a multi-step process was used to identify eligible areas in particular need due to chronic unemployment, lower population density and significant economic disruptors, such as natural disasters.

View a comprehensive map of Texas' current designated Opportunity Zones, or download the full PDF listing of designations.

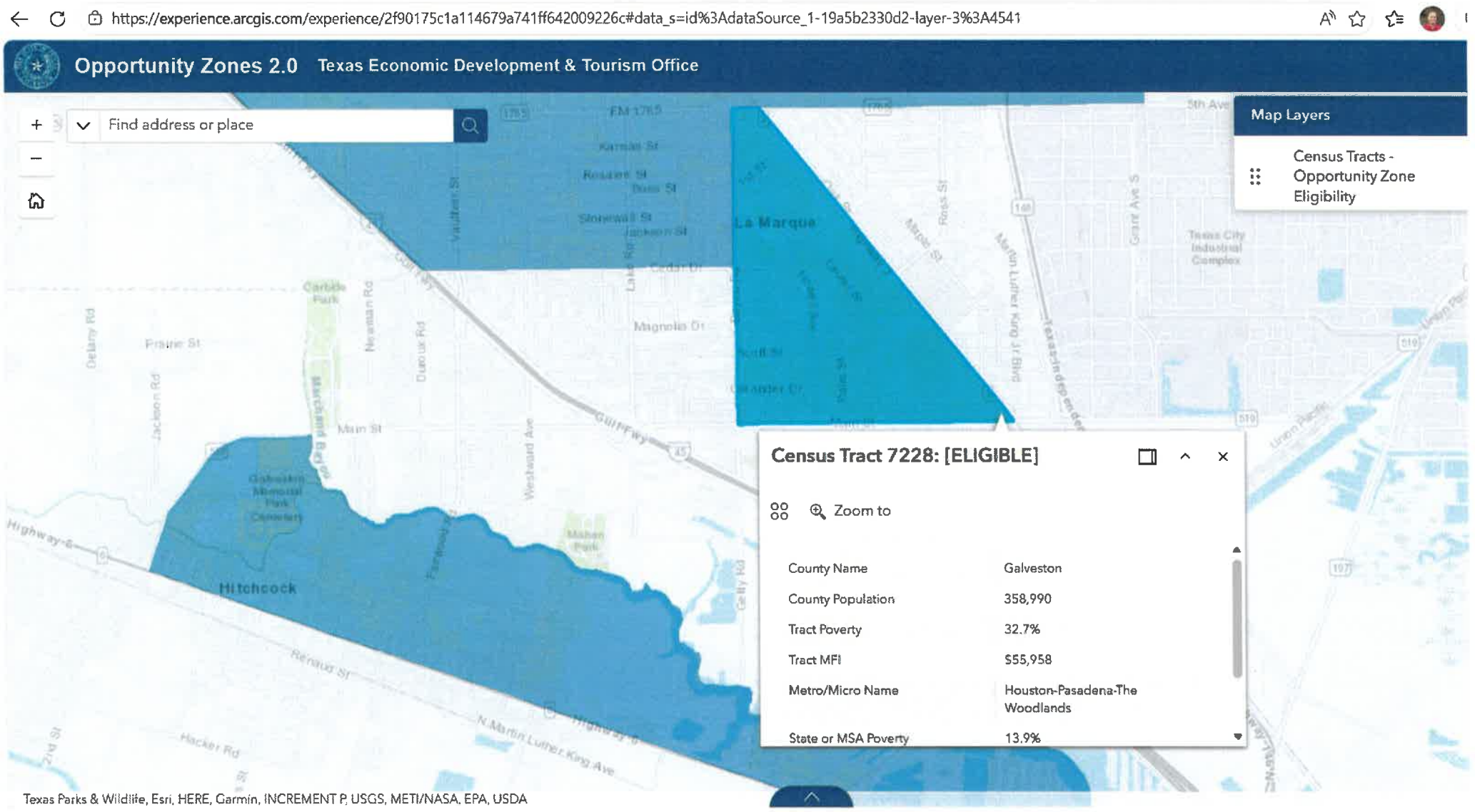
Additional Resources

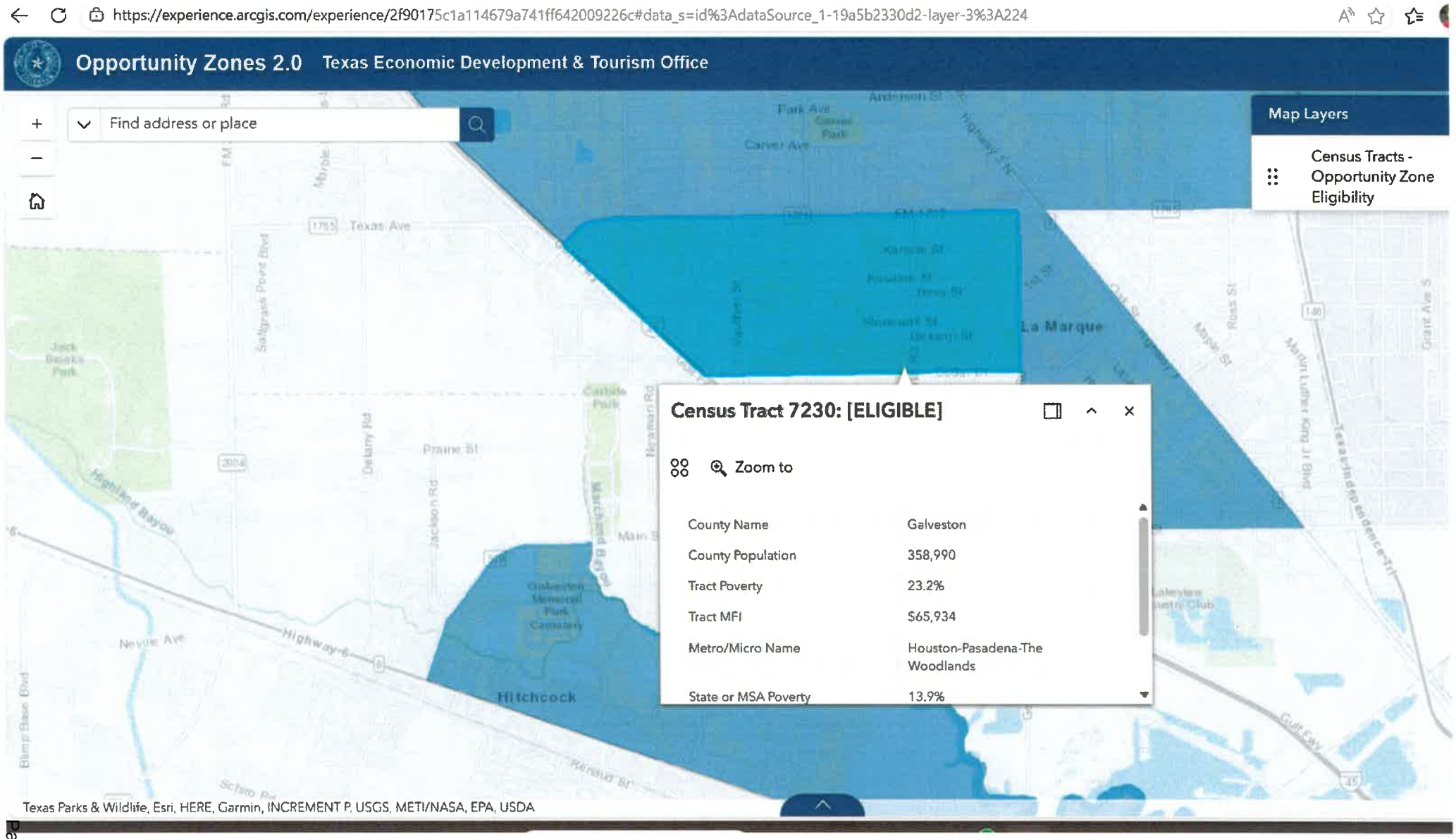
U.S. Department of Housing and Urban Development's Opportunity Zone Website

Internal Revenue Service – Opportunity Zone FAQs

Texas Economic Development & Tourism Office
P.O. Box 12428
Austin, Texas 78711
(512) 936-0100

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https://experience.arcgis.com/experience/2f90175c1a114679a741ff642009226c#data_s=id%3AdataSource_1-19a5b2330d2-layer-3%3A4541
Opportunity Zones 2.0
Texas Economic Development & Tourism Office
Find address or place
Map Layers
Census Tracts - Opportunity Zone Eligibility
Census Tract 7228: [ELIGIBLE]
Zoom to
County Name
Galveston
County Population
358,990
Tract Poverty
32.7%
Tract MFI
$55,958
Metro/Micro Name
Houston-Pasadena-The Woodlands
State or MSA Poverty
13.9%
La Marque
Hitchcock
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA


https://experience.arcgis.com/experience/2f90175c1a114679a741ff642009226c#data_s=id%3AdataSource_1-19a5b2330d2-layer-3%3A224
Opportunity Zones 2.0
Texas Economic Development & Tourism Office
Find address or place
Map Layers
Census Tracts - Opportunity Zone Eligibility
Census Tract 7230: [ELIGIBLE]
Zoom to
County Name Galveston
County Population 358,990
Tract Poverty 23.2%
Tract MFI $65,934
Metro/Micro Name Houston-Pasadena-The Woodlands
State or MSA Poverty 13.9%
La Marque
Hitchcock
Texas Ave
Highway 6
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

OPPORTUNITY ZONE 2.0
Nomination Packet

Please submit no later than June 26, 2026 to OppZone2.0@gov.texas.gov

The number of nominations the local economic development groups can submit for consideration is based on the number of eligible tracts in the county. See schedule below:

Number of Eligible Tracts	Percentage of Eligible Tracts to Submit for Consideration
1 to 50 (There are less than 50 eligible tracts in Galveston County)	100%
51 to 100	90%
101 to 200	80%
201 to 300	70%
301 and over	60%

Census Tract Information	**Requestor Name:**	La Marque Economic Development Corporation
	Census Tract:	48167722800 (7228)
	County:	Galveston County
	Metro / Micropolitan Name (if applicable):	Houston-Pasadena-The Woodlands
OZ Requirements	**Median Family Income (MFI):**	Tract = $55,958 (State or MSA MFI = $98,582)
	Poverty Rate:	32.70%
Geographic Balance (up to 2 points)	**Rural:**	Non-rural
	Declared Disaster:	Winter Storm 2026: State ---- Hurricane Beryl 2024: Federal https://www.fema.gov/disaster/declarations
	Date of Disaster Declaration:	1/22/2026 winter storm --- July 13, 2024 Hurricane Beryl
	Community Engagement:	Part of this tract sits in the La Marque Renaissance District which is undrgoing a revitalization effort. To kick off this effort, a study was completed through the Texas Coastal Watershed Program in partnership with Texas A&M University.
		Zoning and Compliance: Land has been zoned for its intended use. **Permitting:** Permitting processes and probable timelines are understood. **Infrastructure:** The engineering and design for public infrastructure (like roads, power, water, and sewer) is finalized and ready for implementation or is already in place.

OPPORTUNITY ZONE 2.0
Nomination Packet

Project Viability (up to 4 points)	**Characteristics of "shovel-ready" projects:**	
	Types of Project:	**Real Estate** - properties in this tract primarily consist of the following zoning designations in no particular order: Single Family Residential, General Commercial, Restricted Commercial, Light Industrial **Operating Business** - there are several industrial support businesses, as well as commercial businesses in this tract
Local Support (up to 4 points)	**Local Incentives:**	Potential 380 agreements, other potential local grants (sign grants, chamber grant, buisiness improvement grant)
	Community Priorities and Long-Term Goals:	The priorities are to create jobs, expand the tax base and increase sales tax revenue in this area so it can be a better long term economic engine for our community.
Other	**Other Comments and Consideration:**	This tract exceeds the eligibility criteria.

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.VIII.
Prepared by:
Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Considering an opportunity to revise and update the city's Ethics Policy - *Administration*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

ORDINANCE NO. O-2024-0008

AN ORDINANCE OF THE CITY OF LA MARQUE, TEXAS, ESTABLISHING AN ETHICS POLICY, MAKING VARIOUS FINDINGS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of La Marque, Texas is a home-rule municipality.

WHEREAS, Councilmembers of the City of La Marque, Texas are covered by certain ethics rules prescribed by the State of Texas.

WHEREAS, The citizens and businesses of La Marque are entitled to have a fair, ethical and accountable local government that has earned the public's full confidence for integrity. In keeping with the City of La Marque's Commitment to Excellence, the effective functioning of democratic government therefore requires that: (1) public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting operations of government; (2) public officials be independent, impartial, and fair in their judgment and actions; (3) public office be used for the public good, not for personal gain; and (4) public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

WHEREAS, the City Council of the City of La Marque, Texas desires to adopt a formal ethics policy for itself.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. The findings and recitals set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. The Ethics Policy attached as Exhibit A is adopted as the Ethics Policy for the City of La Marque City Councilmembers, board members, and employees.

Section 3. The City Council of the City of La Marque Texas shall periodically review the Ethics Policy attached as Exhibit A after every election of a new member of the City Council.

Section 4. Severability. In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of

the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Publication and Effective Date. This Ordinance shall be effective on **July 1, 2024,** after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on First Reading this 13th day of May**, 2024**; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Marque on Second and Final Reading this 6th day of June**, 2024**.

***** SIGNATURES ON NEXT PAGE *****

[REMAINDER OF PAGE INTENTIONALLY BLANK]

CITY OF LA MARQUE, TEXAS

_____

Keith Bell, Mayor

ATTEST:

_____

Kierra Nance, TRMC, City Clerk

APPROVED AS TO FORM:

_____

Gus Knebel, Consulting City Attorney

LA MARQUE

GATEWAY TO THE GULF

Code of Ethics and Conduct for Elected and Appointed Officials

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Policy Purpose

The La Marque City Council has adopted this Code of Ethics and Conduct for Elected and Appointed Officials for members of the City Council and the City's boards and commissions, to include the La Marque Economic Development Corporation to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The citizens and businesses of La Marque are entitled to have a fair, ethical and accountable local government that has earned the public's full confidence for integrity. In keeping with the City of La Marque's Commitment to Excellence, the effective functioning of democratic government therefore requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the La Marque City Council has adopted this Code of Ethics and Conduct for Elected and Appointed Officials ("Code of Ethics and Conduct") for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, EAO will work for the common good of the people of La Marque and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the La Marque City Council, boards and commissions.

Comply with both the spirit and the letter of the Law and City Policy. Members of the City Council and the City's boards and commissions shall comply with the laws of the nation, the State of Texas and the City of La Marque in the performance of their public duties. These laws include, but are not limited to: the United States and Texas Constitutions; State laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City Charter, ordinances and policies.

Conduct of Elected and Appointed Officials ("EAO"). EAO shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff, or public.

Respect for Process. EAO shall perform their duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

Conduct of Public Meetings. EAO shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; attempting to monopolize the discussion at public meetings; or otherwise interfering with the orderly conduct of meetings.

Decisions Based on Merit. EAO shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

Communication. EAO shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.

Conflict of Interest. No officer of the City or a relative thereof shall:

a) Have a financial interest in any contract, job, work, or service of or to the city, or the sale to the city of any supplies, equipment, material, or real or personal property.
b) Participate in a vote or decision on any matter in which the officer has a substantial interest.
c) Accept any gift from any person that might reasonably tend to influence such officer in the discharge of such person's official duties. The prohibition against gifts shall not apply to:
    (i) A lawful campaign contribution;

    (ii) An honorarium in consideration for services unless the officer would not have been asked to provide the services but for the officer's position;

    (iii) Meals, lodging, transportation in connection with services rendered by the officer at a conference, seminar or similar event that is more than merely perfunctory;

    (iv) Complimentary copies of trade publications and other related materials;

    (v) Attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;

    (vi) Any gift, which would have been offered or given to the person if such person was not an officer or employee of the City;

    (vii) An occasional item with a value less than two hundred and fifty dollars ($250.00);

    (viii) Tee shirts, caps and other similar promotional material;

(ix) Meals, transportation and lodging in connection with a seminar or conference at which the officer is providing services;

(x) Gifts on account of kinship or a personal, or professional, or business relationship independent of the officer's status; and,

(xi) Complimentary attendance at political or charitable fund-raising events.

Confidential Information. EAO shall respect the confidentiality of information concerning the property, personnel, or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial, political or other private interests.

Use of Public Resources. EAO shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal, political purposes. Councilmembers desiring use of such city resources for public meetings shall first obtain permission from a majority of the Council at a duly called, posted Council meeting.

Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies, nor voluntarily participate on behalf of others in any litigation to which the City is, or might be, an adverse party.

Advocacy. EAO shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, EAO shall explicitly state they do not represent their body or the City of La Marque, nor will they allow the inference that they do.

Policy Role of EAO. EAO shall respect and adhere to the council-manager structure of La Marque City government as outlined by the La Marque City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, EAO shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

Independence of boards and commissions. Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

EAO shall not intervene in Civil Service or Municipal Court matters.

EAO shall not direct city staff to take actions that are not in keeping with advice and guidance from the City Attorney.

Councilmembers. shall adhere to the same city procurement card policy as utilized by city staff.

Positive Workplace Environment. EAO shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. EAO shall recognize their special role in dealings with City employees so in no way do they create the perception of inappropriate direction to staff.

B. CONDUCT

The City Charter provides detailed information on the roles and responsibilities of members of the La Marque City Council, the Mayor Pro Tem, and the Mayor. The City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

This Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City staff, citizens, and others they come into contact with in representing the City of La Marque.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected and appointed officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers and board and commission members to do the right thing in even the most difficult situations.

1. Overview of Councilmember Roles and Responsibilities

Mayor

- Acts as the official head of the City for all ceremonial purposes.
- Chairs Council meetings.
- Calls for special meetings.
- Serves as spokesperson for the City Council on City positions.
- Selects substitute for City representation when Mayor cannot attend.
- Makes judgment calls on proclamations, Special Orders of the Day, etc.
- Recommends subcommittees as appropriate for Council approval.
- Leads the Council into an effective, cohesive working team.
- Signs documents on behalf of the City.
- Reviews mail addressed to Mayor.

- Other duties as set forth in other laws, ordinances, or the City Charter.

Mayor Pro Tem

- Performs the duties of the Mayor if the Mayor is absent or disabled.
- Chairs Council meetings at the request of the Mayor.
- Represents the City at ceremonial functions at the request of the Mayor.
- Signs documents on behalf of the City, in absence of Mayor.
- All duties as assigned by Mayor.

All Councilmembers

All members of the City Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect. Therefore, no ranking or pecking order shall be established for predetermining the order of roll call votes or public introductions, except that the Mayor and Mayor Pro Tem shall be introduced first at public meetings and events. All Councilmembers should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others;
- Prepare in advance of Council meetings and be familiar with issues on the agenda;
- Represent the City at ceremonial functions at the request of the Mayor;
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community;
- Inspire public confidence in La Marque government;
- Provide contact information with the City Clerk in case an emergency or urgent situation arises while the Councilmember is out of town;
- Demonstrate honesty and integrity in every action and statement; and,
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Ethics and Conduct for Elected and Appointed Officials.

Meeting Chair

The Mayor will chair official meetings of the City Council, unless the Mayor Pro Tem or another Councilmember is designated as chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers.
- Keeps discussion and questions focused on specific agenda item under consideration.
- Makes parliamentary rulings with advice, if requested, from the City Clerk who acts as advisory parliamentarian, and in her absence, the city attorney shall act as advisory parliamentarian.

2. General Policies and Protocol

Ceremonial Events.

The City Clerk's Office will handle requests for a City representative at ceremonial events. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor can recommend which Councilmember should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Councilmembers shall be shared with the City Clerk's Office in order to assure posting for compliance with the Texas Open Meetings Act, if applicable.

Travel Expenses.
The policies and procedures related to the reimbursement of travel expenses for official City business by Councilmembers are outlined in Council Travel Policy and related Resolutions. All Council travel which the Councilmember expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in accordance with the Council Travel Policy. The travel policy and budget for Council should be reviewed at each annual budget cycle.

Rules of Order for Meetings.
The latest edition of Robert's Rules of Order Newly Revised shall serve as the parliamentary authority for Council and boards, committees and commission. Standing rules that vary from Robert's Rules may be adopted by the Council.

Non-agenda Items (Citizens Participation).
During a designated period of the agenda, referred to as "Citizen's Participation," citizens may bring forth issues or questions that are not on the meeting's agenda. Each citizen will be limited to three minutes unless otherwise directed by the Mayor (Council meetings) or Chair (board/commission meetings). The Mayor or Chair shall use the presentation monitor displaying green, yellow, and red lights to give a 30 second allowance to conclude citizen comments.

State law does not require the City Council to have an agenda item for "Citizens Participation". Citizens Participation may not be used as a forum to make personal attacks against individual citizens, city employees or Councilmembers. Such remarks will result in the speaker being asked to step back from the podium and a forfeiture of the remaining time to speak.

Public hearings.
Councilmembers (Council meetings) and board/commission members (board/commission meetings) will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "1 feel" comments by EAO are not appropriate until after the close of the public hearing. EAO should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Appeal Protocol.
The applicant or appellant shall have the right to speak first. The Mayor or Chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The Mayor or Chair will determine how much time will be allowed for

each speaker, with 3 minutes the standard time granted. The applicant or appellant will be allowed to make closing comments. The Mayor or Chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly.

3. EAO Conduct with One Another

EAO are composed of individuals with various backgrounds, personalities, values, opinions, and goals. All have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

3(a). In Public Meetings

Use formal titles.
EAO should refer to one another formally during public meetings, such as Mayor, Mayor Pro Tem, Chair, Commissioner or Councilmember followed by the individual's last name.

Practice civility and decorum in discussions and debate.
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the Chair in maintaining order.
It is the responsibility of the Chair to keep the comments of EAO on track during public meetings. EAO should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Avoid personal comments that could offend other EAO.
If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches.
EAO have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by

the Council or the board or commission to do so for a particular purpose. In public, however, all EAO shall represent the official policies or positions. Only the chair or his/her designee shall speak during a Council public hearing on any item that has been addressed by the board or commission, and for which detailed minutes have been provided to the Council. The chair shall represent the majority view of the board or commission, but shall report on any minority views as well. When an official board or commission position differs from staff's recommendation on a particular policy issue, then at the Mayor's discretion additional time may be provided to the chair of the board or commission (or his/her designee) to explain the position of the board/commission. If new information is brought to light during a public hearing that was not shared previously with the board or commission, the Mayor may allow the board or commission chair to respond. If the Council deems the new information sufficient to warrant additional study, then by majority vote Council may refer the issue back to the board or commission for further study prior to taking other action itself.

Individual opinions and positions may be expressed by board and commission members regarding items that have not come before the particular board/commission to which they belong. When presenting their individual opinions and positions, Councilmembers and board/committee/commission members shall explicitly state they do not represent their body or the City of La Marque, nor will they allow the inference that they do.

Although a board or commission may disagree with the final decision the Council makes, the board or commission shall not act in any manner contrary to the established policy adopted by the Council.

3(b). In Private Encounters

Continue respectful behavior in private.
The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and E-mail.
Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speaker phone in a full office? What would happen if this E-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

Even private conversations can have a public presence
Elected and appointed officials are always on display — their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted and may be subject to the Open Meetings Act.

4. Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy; appointed officials who advise the elected, and City staff, who implements and administers the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

Treat all staff as professionals.
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Member questions/inquiries to City staff

1. **General.** Member communications with City staff should be limited to normal City business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day.
2. **Routine Requests for Information and Inquiries**. EAO may contact staff directly for information made readily available to the general public on a regular basis (e.g., "What are the library's hours of operation?" or "How does one reserve a tee time at the golf course?"). Under these circumstances staff shall treat the member no differently than they would the general public, and the member shall not use their elected status to secure preferential treatment. The city manager does not need to be advised of such contacts.
3. **Non-Routine Requests for Readily Available Information**. EAO may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., "How many traffic lights are there in the City?" or "Under what circumstances does the City lower its flags to half-mast?").
4. **Non-Routine Requests Requiring Special Effort**. Any member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the city manager, city clerk, or to the city attorney, as appropriate (e.g., "How many Study Issues completed over the past five years have required 500 or more hours of staff time?" or "What is the logic behind the City's sign ordinances affecting businesses along Cedar Dr?"). The city manager (or council appointee as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers (if originating from a Councilmember), relevant board or commission members (if originating from a board or commission member), the city manager, the city attorney as appropriate, and affected department directors.
5. **Meeting Requests**. Any member request for a meeting with staff must be directed to the city manager or council appointee, as appropriate.

Do not disrupt City staff from their jobs.

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. City Council may attend staff meetings with advance notice to the City Manager; however, it should be considered that even if the elected or appointed official does not say anything, his or her presence could imply support or show partiality.

Never publicly criticize an individual employee.
Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the city manager or council appointee through private correspondence or conversation.

Do not get involved in administrative functions.
Elected and appointed officials must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, the payment of claims against the City or granting of City licenses and permits.

Check with City staff on correspondence before taking action.
Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under the City's policies governing volunteers.

Limit requests for staff support.
Routine secretarial support will be provided to all Councilmembers. The City Clerk (or designee) opens mail addressed to Mayor and forwards information as appropriate. The City Clerk also opens mail for other Councilmembers, unless a Councilmember requests other arrangements.

Requests for additional staff support. — even in high priority or emergency situations, should be made to the city manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

Do not solicit political support from staff
Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be done away from the workplace. The use of the City's email system for political purposes or communications is not allowed.

5. Conduct with the Public

5(a). In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual EAO toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.
Be welcoming to speakers and treat them with care and gentleness.

Be fair and equitable in allocating public hearing time to individual speakers.
The Mayor or Chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed time as allocated by the Mayor. If many speakers are anticipated, the Mayor or Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Mayor or Chair requests additional clarification later in the process.

Give the appearance of active listening.
It is disconcerting to speakers to have EAO not look at them when they are speaking. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

Ask for clarification, but avoid debate and argument with the public.
Only the chair — not individual EAO — can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

If speakers become flustered or defensive by questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by EAO to the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. EAO's personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

No personal attacks of any kind, under any circumstance.
EAO should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

Follow parliamentary procedure in conducting public meetings.
The City Clerk serves as advisory parliamentarian for the Council and City and is available to answer questions or interpret situations according to parliamentary procedures. In her absence, the city attorney serves as advisory parliamentarian. The Chair, subject to the appeal of the full Council or board/commission, makes final rulings on parliamentary procedure per the procedure outlined in Robert's Rules of Order Newly Revised.

5(b). In Unofficial Settings

Make no promises on behalf of the Council, board/commission or City.
EAO will frequently be asked to explain a Council or board/commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council or board/commission action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

Make no personal comments about other EAO.
It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other EAO, and their opinions and actions.

Remember that La Marque is a small town at heart.
EAO are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of La Marque. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by EAO, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

6. Council Conduct with Other Public Agencies

Be clear about representing the City or personal interests.
When representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose and with staff's knowledge.

When representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Be equally clear in correspondence about representation.
City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk's Office to be filed in the Council Office as part of the permanent public record. However, a Councilmember is permitted to have individual letterhead that is not included in this provision, with a copy given to the City Clerk for recordkeeping.

City letterhead should not be used for non-City business or for correspondence representing a dissenting point of view from an official Council position.

7. Council Conduct with Boards and Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a board or commission meeting, be careful personal opinions.
Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation, especially if it is on behalf of an individual, business or developer, could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a board or commission meeting should be clearly made as individual opinion and not as a representation of the feelings of the entire City Council.

Limit contact with board and commission members to questions of clarification.
It is inappropriate for a Councilmember to contact a board or commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact board or commission members in order to clarify a position taken by the board or commission.

Remember that boards and commissions serve the community, not individual Councilmembers.
The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council; but board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

Be respectful of diverse opinions.
A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on boards and commissions but must be fair and respectful of all citizens serving on boards and commissions.

Keep political support away from public forums.

Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for office but not in an official forum in their capacity as a Councilmember.

8. Conduct with the Media

Board and commission members are not authorized to represent the City outside of official board/commission meetings unless specifically authorized to do so.

Councilmembers are frequently contacted by the media for background and quotes.

The best advice for dealing with the media is to never go "off the record".
Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

The Mayor is the official spokesperson for the City-on-City positions.
The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

Choose words carefully and cautiously.
Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

C. SANCTIONS

Public Disruption.
Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further testimony at that meeting or removed from the Council Chambers.

Inappropriate Staff Behavior.
Councilmembers should refer to the city manager any City staff or to the council appointee any appointee's staff who do not follow proper conduct in their dealings with Councilmembers; other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such action; if it is determined such action did occur. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

Councilmembers Behavior and Conduct.

Compliance and Enforcement. The Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the La Marque City Council, boards and commissions. EAO themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor and Council have the additional responsibility to intervene when actions of EAO that appears to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, be removed from committee assignments (both within the City of La Marque or with inter-governmental agencies) by the Council.

Councilmembers should point out to the offending Councilmember infractions of the Ethics Policy. If the offenses continue, then the matter should be placed on a council agenda in closed session under the provisions of Section 551.074 of the Texas Government Code.

The affected Councilmember may request that the complaint be considered in a public meeting. The affected Councilmember shall be provided by the City Attorney shall present in detail to the City Council the nature of the complaint and the City Attorney or City Clerk's findings and conclusions as to a possible violation of this Code of Ethics and Conduct for Elected and Appointed Officials.

The affected Councilmember shall have the right to a full and complete hearing before the City Council with the opportunity to call witnesses and present evidence in such person's behalf. The non-implicated City Councilmembers in attendance shall conduct a hearing in open session and review the complaint. The City Council may reject the complaint and take no action or take action to formally reprimand or censure the offending Councilmember.

Board and Commission Members Behavior and Conduct.
Counseling and verbal reprimands may be administered by board and commission chairs (or their designee) to board and commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Verbal or written reprimands may be administered by the Mayor or Mayor Pro Tem at the direction of the Council. Copies of all written reprimands administered by the Mayor or Mayor Pro Tem shall be distributed in memo format to the respective board or commission member, the board or commission chairperson, the City Clerk, the city manager, and the City Council. Written reprimands administered by the Mayor or Mayor Pro Tem shall not be publicized except as required under the Public Information Act.

The City Council may impose sanctions on board and commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation. The Report to Council shall be distributed in accordance with normal procedures.

Any Report to Council addressing alleged misconduct by a board or commission member shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Information Act.

When deemed warranted, the Council may call for an investigation of board or commission member conduct. Should the City Manager, City Attorney, or City Clerk believe an investigation is warranted, they shall confer with the Council. The Council shall ask for an investigation of the allegation and a report of the findings.

The results of any investigation conducted by the City Manager, City Attorney and or City Clerk shall be reported to the full Council in a closed session. It may be reported in a verbal or written report. Any written report to Council addressing the investigation of board and commission members shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Information Act. The affected Member may request that the complaint be considered in a public meeting. The Member shall be provided a copy of the complaint in writing. At such meeting, the City Attorney or City Clerk shall present a report to the City Council describing in detail the nature of the complaint and the City Attorney or City Clerk's findings and conclusions as to a possible violation of this Code of Ethics and Conduct for Elected and Appointed Officials. The affected member shall have the right to a full and complete hearing before the City Council with the opportunity to call witnesses and present evidence in such person's behalf. The non-implicated City Councilmembers in attendance shall conduct a hearing and review the complaint. The City Council may reject the complaint or take action.

It shall be the Council's responsibility to determine the next appropriate action. Any such action taken by Council (with the exception of "take no further action") shall be conducted at a noticed meeting. These actions include, but are not limited to discussing and counseling the individual on the violations; placing the matter on a. future public hearing agenda to consider sanctions; forming a Council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Council consideration.

A violation of this Code of Ethics and Conduct for Elected and Appointed Officials, alone, shall not constitute a basis for challenging the validity of a Council, board or commission decision.

D. GLOSSARY OF TERMS

Confidential information means any information to which an official has access in such person's official capacity, which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act or other law regardless of whether disclosure violates the Texas Open Meetings Act or Texas Public Information Act; (ii) any

information protected by attorney client, attorney work product, or other applicable legal privilege; and (iii) any information deemed confidential by law.

Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions, which are regulated by federal, state, and/or local laws or ordinance.

Relative means any person related to an officer within the second degree by Consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law, grandparents, grandchildren, sisters and brothers of the officer.

Substantial interest means (i) the ownership of ten (10) percent or more of the voting stock or shares of a business entity; (ii) the ownership of ten (10) percent or more, or fifteen thousand dollars ($15,000.00) or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten (10) percent of the person's income for the previous year, and action on the matter involving the business entity will have a special economic effect on the business entity that is distinguishable from the effect on the public. It is expressly provided herein that an investment or ownership in a publicly held company, in an amount less than fifteen thousand dollars ($15,000.00) does not constitute a substantial interest. Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of two thousand five hundred dollars ($2,500.00) or more; and it is reasonably foreseeable that an action on a matter involving the real property will have a special economic effect on the value of the real property distinguishable from its effect on the public. (Ownership includes any partnership, joint or corporate ownership or any equitable or beneficial interest as a beneficiary of a trust.) A Member is considered to have a substantial interest under this Ethics Policy if a person related to the Member in the second degree of consanguinity or affinity has a substantial interest under this Code of Ethics and Conduct for Elected and Appointed Officials.

E. IMPLEMENTATION

As an expression of the standards of conduct for EAO expected by the City, the Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when EAO are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. EAO entering office shall sign a statement affirming they read and understood the City of La Marque Code of Ethics and Conduct for Elected and Appointed Officials. In addition, the Code of Ethics and Conduct shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Kevin King, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
May. 15, 2024

NOTICE ID: s03VidVCQCY1pIFHEZ9K
PUBLISHER ID: 1225347
NOTICE NAME: PH O-2024-0008
Publication Fee: $191.28

I declare under penalty of perjury that the foregoing is true and correct.

Kevin King

(Signed)_____

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 05/16/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

Ordinance

ORDINANCE NO. O-2024-0008

AN ORDINANCE ADOPTING A CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICIALS

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **13th** day of **May** 2024.

A PUBLIC HEARING WILL BE HELD DURING THE CITY COUNCIL MEETING ON MONDAY, JUNE 3RD , 2024, AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 1109-B BAYOU ROAD, LA MARQUE, TEXAS 77568

Kierra Nance, City Clerk
City of La Marque

Published: May 15, 2024

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Texas, County of Bexar, ss:

Nicole Riegert, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Jun. 5, 2024

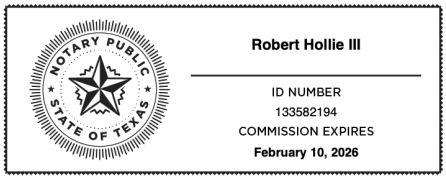
NOTICE ID: RQUNq8kbBmKrOU1AMMfv
NOTICE NAME: FINAL O-2024-0008
Publication Fee: $184.95

I declare under penalty of perjury that the foregoing is true and correct.

Nicole Riegert
(Signed)_____

VERIFICATION

State of Texas
County of Bexar



Subscribed in my presence and sworn to before me on this: 06/06/2024

_____
Notary Public
Electronically signed and notarized online using the Proof platform.

Ordinance

ORDINANCE NO. O-2024-0008

AN ORDINANCE ADOPTING A CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICIALS

PASSED AND APPROVED by City Council of the City of La Marque on First reading this **13 th** day of **May** 2024.

PASSED APPROVED AND ADOPTED by City Council of the City of La Marque on Second reading this **3rd** day of **JUNE** , 2024.

Kierra Nance, City Clerk
City of La Marque

Published: June 5, 2024

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.IX.
Prepared by:
Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Considering establishing Halo Laws regarding public interference with first responders - *District C/ District A*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

CITY COUNCIL AGENDA FORM

Meeting Date: June 8, 2026
Agenda Item: 8.X.
Prepared by:
Reviewed by:
Department: City Clerk

AGENDA ITEM DESCRIPTION:
Establishing a policy for boards, committees, and commissions recommendations to be provided to Council - *Administration*

STAFF BRIEFING:

HISTORY:

FISCAL IMPACT:

It does not appear that La Marque has a consistent process for moving items from its Boards and Commissions to City Council, except for the Planning Commission whose timeframes are established in state law. Building and Standards Commission and Board of Adjustment are boards of final authority, meaning that appeals from their decisions go to District Court, all others are recommending bodies only.

In future, all recommending bodies' decisions will be placed on the next available City Council agenda for its consideration and action.

MUNICIPAL COURT

April 2026



Total Cases Pending	
Traffic Misdemeanors	6810
Non-Traffic Misdemeanors	6245
New Cases Filed	
Traffic Misdemeanors	468
Non-Traffic Misdemeanors	133
Disposed Cases	
Traffic Misdemeanors	334
Non-Traffic Misdemeanors	115
Warrants Issued	
Arrest Warrants	210
Capias Pro Fine Warrants	93

Notes : Jail is operational and being used

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month April **Year** 2026

Municipal Court for the City of La Marque

Presiding Judge Gregg

If new, date assumed office _____

Court Mailing Address 1111 Bayou Road

City La Marque **, Tx** **Zip** 77568

Phone Number (409) 938-9245

Fax Number

Court's Public Email court@cityoflamarque.org

Court's Website www.cityoflamarque.gov

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Shannon Curtis

Date 2026-05-04 Phone Number _____

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (737) 295-2330
FAX: (512) 463-1648

CRIMINAL SECTION

Court	Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month April Year 2026	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	6,674	0	2	3,624	2,151	452
a. Active Cases	1,416	0	1	203	197	51
b. Inactive Cases	5,258	0	1	3,421	1,954	401
2. New Cases Filed During Month	468	0	0	64	64	5
3. Cases Reactivated	113	0	0	59	53	7
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a,2,3&4)	1,997	0	1	326	314	63
6. Dispositions Prior to Court Appearance of Trial:						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP Art. 27.14))*	206	0	0	42	39	6
b. Dismissed by Prosecution	11	0	0	10	6	0
7. Final Disposition in Open Court or at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	3	0	0	0	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	1
8. Compliance Dismissals:						
a. After Driver Safety Course (CCP, Art. 45.0511)	20					
b. After Deferred Disposition (CCP, Art. 45.051)	60	0	0	6	5	0
c.City After Teen Court (CCP, Art. 45.052)	0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)					0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)				0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)	6					
g. All Other Transportation Code Dismissals	28	0	0	0	0	0
9. All Other Dispositions	0	0	0	0	0	0
10. Total cases Disposed (Sum of lines 6,7,8&9)	334	0	0	58	50	7
11. Cases Placed on Inactive Status	127	0	0	63	54	0
12. Total Cases Pending End of Month:	6,808	0	2	3,630	2,165	450
a. Active Cases (Equals Lines 5 minus the sum of Lines 10&11)	1,536	0	1	205	210	56
b. Inactive Cases (Equals Line 1b minus Lines 3 plus Line 11)	5,272	0	1	3,425	1,955	394
13. Show Cause and Other Required Hearings Held	273	0	0	74	87	3
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

CIVIL / ADMINISTRATIVE SECTION

Court	
Month April Year 2026	
1. Total Cases pending First of Month:	0
a. Active Cases	0
b. Inactive Cases	0
2. New Cases Filed	0
3. Cases Reactivated	0
4. All Other Cases Added	0
5. Total Cases on Docket (Sum of Lines 1a,2,3,&4)	0
DISPOSITIONS	
6. Uncontested Civil Fines or Penalties	0
7. Default Judgments	0
8. Agreed Judgments	0
9. Trial Hearing by Judge/Hearing Officer	0
10. Trial by Jury	0
11. Dismissed for Want of Prosecution	0
12. All Other Dispositions	0
13. Total Cases Disposed (Sum of Lines 6 thru 12)	0
14. Cases Placed on Inactive Status	0
15. Total Cases Pending End of Month:	0
a. Active Cases (Equals Line 5 minus the sum of Lines 13&14)	0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)	0
16. Cases Appealed:	
a. After Trial	0
b. Without Trial	0

JUVENILE / MINOR ACTIVITY

Court	
Month April Year 2026	
1. Transportation Code Cases Filed	3
2. Non-Driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)	0
5. Tobacco and E-Cigarettes Cases Filed (HSC, Sec. 161.252)	7
6. Truancy Cases Filed (Fam. Code, Sec. 65.003(a))	0
7. Education Code Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)	0
9. All Other Non-Traffic Fine-Only Cases Filed	2
10. Transfer to Juvenile Court: a. Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1)	0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(1)	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.05(c)(l))	0
12. Held in Contempt by Criminal Court(Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified (Fam.Code, Sec. 51.095)	0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)	0

ADDITIONAL ACTIVITY

Court Month April Year 2026	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1. Magistrate Warnings: a. Class C Misdemeanors	149	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		TOTAL
2. Arrest warrants Issued: a. Class C Misdemeanors		210
b. Class A and B Misdemeanors		0
c. Felonies		0
3. Capiases Pro Fine Issued		93
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 1805)		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Iterlock Device Issued (CCP.Art. 17.441)		0
10. All Other Magistrate's Orders Issued Requiring Conditions for release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held (IC, Sec.521.300)		0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)		0
13. Peace Bond Hearings Held		0
14. Cases in which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		0
16. Cases in Which Fine and Court Costs Waived for Indigency		5
17. Amount of Fines and Court Costs Waived for Indigency		$2,736.00
18. Total Fines, Court Costs and Other Amounts Collected: a. Retained by City		$76,565.91
b. Remitted to State		$29,803.92
c. Total		$106,369.83

Finance Update 6-8-2026

The public reporting is currently being reviewed and tested to ensure it is working and will provide the quality transparency that the citizens and council have requested. The current go live date is planned as June 23rd. This will allow anyone to view near-live data (from the day before) related to the budget vs actual for each department and fund. In addition, the expense report which when combined with the already available check register will allow for greater tracking of all expenses by the city.

The budget process is progressing, and the city will be utilizing a zero-based budget approach as the city wants to ensure that every line item and amount in the budget are justified and not just carried forward from previous years. The budget calendar is significantly updated from previous years and will be more involved and have citizens involved much earlier in the process. As has been discussed previously just because the city is not going to default or go away does not mean that there is funding for everything that the city currently provides.

The departments are preparing 3 different budgets based on 3 different scenarios of what funding levels could be. All scenarios involve an overall reduction in spending by the city. The city will be getting in compliance with the expectations of the citizens and council while ensuring compliance with rules and laws. One other item that is of importance is the lack of city having both a reserve fund and an emergency fund and working to remedy this will also be a part of the budget scenarios.

The next stage of the budget process will be picked up with council and public workshops discussing detailed budgets for each area. This will start at the end of June and continue through July.

Progress on the Forensic Audit RFQ is continuing and will be coming forward for review in a council meeting. Once the RFQ is approved it will be sent out for bids. The bids will be reviewed by a committee (initial proposal is the finance committee) to determine the best bid(s) to then take back to council for approval in contracting for the audit. The budget for next year does include a specific carve out for funding for the forensic audit in all three budget scenarios.

The city is working to determine everything the city has that is no longer working or necessary and creating an opportunity to move on from these items. The expectation is to have a massive auction once it has all been reviewed. Part of this involves every department having an inventory of their items. One area that this will need the whole city staff to help with is all the items in building A. This will involve shutting down the city for a couple of days to go through all the items. After several rain outs the goal dates for this are June 17th and 18th.

For any additional questions or concerns please contact the Finance Director.

Thanks,

Worth Ferguson
Finance Director
City of La Marque
w.ferguson@cityoflamarque.org
409-916-1392

Outlook

Re: CM Report - Monthly Department Reports

From Joshua McConnell <j.mcconnell@cityoflamarque.org>
Date Wed 6/3/2026 4:55 PM
To Kandice Garrett <k.garrett@cityoflamarque.gov>

Code enforcement May Report

Cases in progress - 87
Cases completed - 113
Bandit signs - 97
Open records - 3
Request tracker received - 20
Request tracker completed - 13
Complaints from community received other than request tracker - 22

Respectfully,

Josh McConnell, CBO
Director of Development Services
City of La Marque
1111 Bayou Road
La Marque, TX 77568
C ell: 409.549.1671
O ffice: 409.938.9204
D esk: 409.797.4863
E mail: j.mcconnell@cityoflamarque.org

From: Kandice Garrett <k.garrett@cityoflamarque.gov>
Sent: Monday, June 1, 2026 2:04 PM
To: Shannon Breaux <s.breaux@cityoflamarque.org>; Worth Ferguson <w.ferguson@cityoflamarque.org>; Venisha Henderson <v.henderson@cityoflamarque.gov>; Joshua McConnell <j.mcconnell@cityoflamarque.org>

Cc: Melissa A. Silva <m.silva@cityoflamarque.gov>
Subject: CM Report - Monthly Department Reports

Hello Directors,

Please send me your department reports today. Thank you.

Kandice Garrett, TRMC
Interim City Clerk
City of La Marque
O: 409.938.9200 Ext. 298
C: 409.257.6206

		Resident Count	Total Billed Consumption	Total Amount Billed	Average Billed Consumption	Average Amount Billed
05/2026	Apartments	12	654,000	12,603.50	54,500	1,050.29
	Commercial	449	8,814,000	201,792.21	19,329	442.53
	Mobil Home Park	9	946,000	20,348.00	105,111	2,260.89
	DUPLEX/TRIPLEX & FOUR PLEX	14	56,000	691.00	4,000	49.36
	Residential	6,012	26,890,000	240,602.80	4,450	39.82
	Renter	164	729,000	6,601.58	4,392	39.77
	SENIOR CITIZEN	944	3,037,000	26,602.00	3,204	28.06
05/2026	Totals	7,604	41,126,000	509,241.09	5,377	66.58
2026		7,604	41,126,000	509,241.09	5,377	66.58
Grand Totals		7,604	41,126,000	509,241.09	5,377	66.58

*** End of Report ***

		Resident Count	Total Billed Consumption	Total Amount Billed	Average Billed Consumption	Average Amount Billed
04/2026	Apartments	12	565,000	-1,362.00	43,462	-104.77
	Commercial	451	7,227,000	165,409.95	15,311	350.44
	Mobil Home Park	10	1,027,000	19,177.00	68,467	1,278.47
	DUPLEX/TRIPLEX & FOUR PLEX	14	57,000	700.00	4,071	50.00
	Residential	6,021	24,552,700	223,022.82	4,049	36.78
	Renter	141	587,000	5,530.00	4,076	38.40
	SENIOR CITIZEN	953	2,711,000	24,088.00	2,821	25.07
04/2026	Totals	7,602	36,726,700	436,565.77	4,780	56.82
2026		7,602	36,726,700	436,565.77	4,780	56.82
Grand Totals		7,602	36,726,700	436,565.77	4,780	56.82

*** End of Report ***

		Resident Count	Total Billed Consumption	Total Amount Billed	Average Billed Consumption	Average Amount Billed
03/2026	Apartments	12	301,000	6,490.91	20,067	432.73
	Commercial	451	6,785,000	172,754.53	14,623	372.32
	Mobil Home Park	6	972,000	21,360.00	162,000	3,560.00
	DUPLEX/TRIPLEX & FOUR PLEX	14	66,000	854.00	4,714	61.00
	Residential	6,013	24,185,000	217,003.62	4,003	35.92
	Renter	122	521,000	4,655.00	4,270	38.16
	SENIOR CITIZEN	945	2,700,000	24,011.00	2,851	25.35
03/2026	Totals	7,563	35,530,000	447,129.06	4,669	58.76
2026		7,563	35,530,000	447,129.06	4,669	58.76
Grand Totals		7,563	35,530,000	447,129.06	4,669	58.76

*** End of Report ***

C/L: *all Service: Rate: *all Meter Size: *all

			Resident Count	Total Billed Consumption	Total Amount Billed	Average Billed Consumption	Average Amount Billed
02/2026	Water	Residential Water - Inside	6,426	26,862,000	203,482.64	4,165	31.55
	Water	Senior Water - Inside	637	2,006,000	16,710.26	3,139	26.15
	Water	Commercial Water - Inside	437	6,137,000	90,830.14	13,916	205.96
	Water	Dup/Triplex Water - Inside	21	144,000	1,278.77	6,857	60.89
	Water	Mobile Home Water - Inside	11	994,000	8,048.14	90,364	731.65
	Water	Apartment Water - Inside	29	981,000	9,074.84	33,828	312.93
	Sprinkler	Sprinkler - Residential	4	2,000	103.28	250	12.91
	Sprinkler	Sprinkler - Commercial	4	280,000	4,187.81	70,000	1,046.95
02/2026	Totals		7,569	37,406,000	333,715.88	4,920	43.89
2026			7,569	37,406,000	333,715.88	4,920	43.89
Grand Totals			7,569	37,406,000	333,715.88	4,920	43.89

*** End of Report ***