

This form must be included with RFP; please check off each item that applies

“Check List”

For Invitation for Bids (IFB)/ **Request for Proposals (RFP)**/ Request for Qualifications (RFP)

- Invitation for Request for Proposal (RFP)
- Submitted within RFP notice due date and time; name and address of Vendor, date of RFP opening; RFP number and title on outside of sealed envelope**
- Specification
 - RFP form requires pricing for each item specified
 - RFP form requires separate pricing per item and extended price per quantity provided
 - Please verify GRAND Totals are provided & correct
- RFP price included in furnished forms
- References
- Vendor Information Form must be filled in and signed
- Proof of no delinquent Business or Property Taxes owed to WEBB COUNTY
- Conflict of interest questionnaire included
- Certification Regarding Debarment (Form H2048)
- Certification Regarding Federal Lobbying (Form 2049)
- Workers compensation certificate (copy); include copy of insurance coverage in package; Liability insurance

Signature of persons
Completing this form

Formal Invitation for Bid (IFB)/Request for Proposals (RFP)/Request for Qualifications (RFP)

County of Webb	Date Issued:	RFP NO. 2014-102
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Sealed Bids/RFPs/RFPs are subject to the Terms and Conditions of this Invitation for Bids/RFPs/RFPs and the accompanying schedule, terms, conditions, provisions, specifications, and all other forms in this package are due before **2:00 p.m.** (central time), on **April 14, 2014**. Please note Bids/RFPs/RFPs received after 2:00 p.m. on the due date will not be opened or accepted. Sealed Bids/RFPs/RFPs will be publicly opened for furnishing the supplies or services described in the accompanying schedule, and must be hand delivered, or mailed to the following location:

**Webb County Clerk's Office
1110 Victoria St.
Suite 201,
Laredo, TX 78040**

Request for Proposals (RFP) 2014-102 "3 year Contract for Alcohol & Drug Testing Services"

Conditions:

1. All Qualifications must be submitted with this specification form. Webb County will not accept RFPs that are submitted on forms other than those furnished in this RFP package.
2. The County reserves the right to hold all RFPs for a period of thirty (30) days from date of RFP opening, without taking action thereon.
3. The County reserves the right to reject any and all RFPs to waive defects and formalities in such RFPs, and to award contract to the vendor which it considers has submitted the lowest proposal and over all best value.
4. The County reserves the right to select a primary & secondary vendor, and or to select multiple vendors.
5. It is the requirement of the vendor to acquaint fully with the conditions of the specifications. The failure or omission of any vendor to examine any form, instrument, or document shall in no way relieve him from any obligation of this request for qualifications (RFP) invitation.
6. Vendor must fill out all portions of the RFPs unless otherwise stated in this contract.

Term of Contract:

Contract shall be for the period beginning **April 2014** and terminating **September 30, 2017**

The County of Webb is considering extending this contract for an additional 2 years contingent upon pricing remaining the same. Please indicate below if your company would be interested in an extension. Final determination on the extension will be a mutual agreement by the proposer and the Commissioner's Court and will be made before the expiration of the 3 year contract.

YES

NO

Request for Qualifications (RFP) 2014-102 “3 year Contract for Alcohol & Drug Testing Services”

INTRODUCTION

Webb County is requesting proposals for an independent contractor to provide employee drug and alcohol screening.

SCOPE OF WORK

Webb County desires to engage the services of an independent contractor, not an employee, to perform employee drug and alcohol screening. The drug testing is to be done according to the Substance Abuse Mental Health Services Administration (hereafter referred to as “SAMHSA”, formerly known as the National Institute on Drug Abuse “N.I.D.A.”). Such alcohol screening to be done by Evidential Breath Tester (EBT) device which meets the National Highway Transportation Safety Administration specifications for precision and accuracy (hereafter referred to as “N.H.R.S.A.”)

CRITERIA FOR SELECTION

In determining the award of a contract, Webb County will consider:

- Fee structure
- Proposer’s experience and reputation
- Timely delivery of services
- Delivery of service to include onsite and offsite locations

PROPOSAL INFORMATION

Proposals shall be sent to:

**Webb County Clerk’s Office
1110 Victoria
Suite 201
Laredo, TX 78040**

Proposals are due on April 14, 2014 before 2:00 pm

Questions related to proposals shall be submitted in writing to Amanda Flores-Del Toro, Purchasing Department aflores@webbcountytx.gov ; on or before seven days prior to the scheduled opening date.

Webb County proposes to award a 3 year contract with one opportunity for a 2 year extension conditioned upon all fees remaining constant for the extension period.

Submittals- (REQUIRED)

1. LICENSE

Provide a copy of the following licenses duly authorized by the State of Texas by the American Association of Medical Review (AAMRO) to perform such drug and alcohol procedures and tests. The physician qualifying for this proposal shall have both the following certifications:

Certified Medical Review Officer (MRO) and Medical Doctor Physician License.

2. CERTIFICATE OF INSURANCES

Submit a copy of a current Certificate of Insurance with evidence of being able to add Webb County as “additional insured”

Insurance Requirements

Prior to the commencement of any work, under this agreement, Provider shall furnish a completed Certificate of Insurances to the Risk Management Department, which shall be completed and signed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon and which shall furnish and contain all required information referenced or indicated thereon. The County shall have no duty to pay or perform under this contract until such completed and signed Certificate of Insurance shall have been delivered to Risk Management Department, and no officer, employee or elected official shall have authority to waive this requirement.

The Webb County reserves the right to review the insurance requirements of this section during the effective period of the agreement or any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Risk Management Department based upon changes in statutory law, court decisions, or circumstances surrounding this agreement, but in no instance will the County Allow modification whereupon the County may incur increased risk.

The financial integrity of the Provider is of interest to the County, therefore, subject to the right of Provider right to maintain reasonable deductibles in such amounts are approved by the County, Provider shall obtain and maintain in NI force and effect for the entire duration of this agreement, and any extension hereof, at Provider’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company and /or otherwise acceptable to Webb County, The following types and amounts.

Type	Limit
1. Worker’s Compensation	Statutory
2. Employers’ Liability	\$500,000/\$500,000/\$500,000
3. Professional Liability Policy	combines single limit for bodily injury and property damage of \$1,000,000 occurrence or its equivalent

- | | |
|---------------------------------|--|
| 4. Comprehensive Auto Liability | Combined Single Limit injury and property |
| 5. Owned/Leased Vehicles | |
| 6. Non-owned vehicles damage | \$1,000,000 per occurrence of its equivalent |
| 7. Hired vehicles | |

Webb County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto, as they apply to the limits required by Webb County, and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions except where policy provisions are established by law regulation binding upon either of the parties hereto or the underwriter of any such policies. Upon such request by Webb County, Provider shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

Provider agrees that with respect to the above required insurance, all insurance contracts and Certificates of Insurance will contain the following required provisions:

- Name the County and its officers, employees, agents, and elected representatives as additional insured as respects operations and activities of, or *on* behalf of, the names insured performed under contract with the County, with the exception of the workers' compensation and employers' liability policy.
- Provide for an endorsement that the "other insurance" clause shall not apply to Webb County where the County is an additional insured shown on the policy.
- Workers' Compensation and employers' liability policy will provide a waiver of subrogation in favor of the County. Provider shall notify the County in the event of any notices of cancellation, non-renewal or material change in coverage and shall give such notices not less than 30 days to change, which notice must be accompanied by replacement Certificate of Insurance

3. SCHEDULE OF FEES

Proposer shall submit with this RFP Package a schedule of fees in the forms furnished in this RFP package.

4. TRAINING

Proposer shall agree to provide a once a year training on "Reasonable Suspicion" for DOT employees and non-DOT status. This entails approximately 2 hours for each category. This training shall be provided at a reasonable cost.

COMMENCEMENT OF SERVICES

The firms shall be available to commence services immediately after successfully negotiating a contract for services, and said services within the period specified after award of contract. Availability includes on-call minimum response time of thirty (30) minutes after a call out is made by Risk Management Personnel for drug and alcohol test needed by Webb County. If more than 3 violations of no-show/late show within the 30 (thirty) minutes then an automatic review of contract will be done with possibility of termination of contract.

GENERAL TERMS & CONDITIONS

GENERAL CONDITIONS- Vendors are to submit statements given the following expressed conditions:

Vendors shall thoroughly examine the specifications, scheduled instructions, and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents of Webb County shall not be cause to alter the original contract or for a vendor to request additional compensation.

Vendors shall make all investigations necessary to thoroughly inform themselves regarding the services being requested. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure, or omission on the part of the vendor to make the necessary examinations and investigations, or failure, to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of Webb County or the compensation to the vendor.

Vendors are advised that Webb County contracts are subject to all legal requirements provided for in the Texas Government Code and /or applicable State and Federal Statutes.

PREPARATION OF SUBMITTALS- Submittal has been prepared in accordance with the following:

- All information required by the RFP shall be furnished. The vendor shall print or type the vendor name and manually sign all forms requiring a signature.
- Alternate proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.

SUBMISSION OF PROPOSALS

All Proposal documents and changes thereto, shall be enclosed in sealed envelopes, properly addressed. The RFP number & Title shall be placed on the lower left hand corner of the sealed envelope

Unless otherwise noted in the Notice to Vendors, all proposals shall be sent to:

Webb County Clerk's Office (Margie Ibarra)
1110 Victoria
Suite 201
Laredo, TX 78040

Proposals must be submitted on the forms furnished by Webb County. Telegraphic and facsimile proposals will not be considered.

Proposals must be valid for a period of 60 days. An extension to hold proposal pricing may be requested by Webb County.

Webb County shall pay no costs for amounts incurred by an entity in responding to the RFP, or as a result of issuance of this RFP.

REJECTION OF PROPOSAL- Webb County may reject a proposal if:

- Vendor misstates or conceals any material fact in the proposal
- Proposal does not strictly conform to the law or the requirements of the proposal
- Vendor is in arrears on existing contracts or taxes with Webb County. A vendor is considered delinquent, regardless of any contract or agreed judgment to pay such delinquent taxes.
- No proposal submittal shall be considered unless the vendor warrants that, upon execution of a contract with Webb County, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor shall submit such reports as Webb County may require assuring compliance with said practices.
- Webb County may reject all proposals or any proposals whenever it is deemed necessary.
- Webb County may waive any minor informalities or irregularities in any proposal.
- Proposals may not be withdrawn after they have been opened, unless approved by the Webb County Commissioner's Court.

LATE PROPOSALS OR MODIFICATIONS

Proposals and modifications received after the time set for the proposal opening will not be considered. Late proposals will be returned to the vendor unopened.

CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part, they may submit to the Webb County Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification.

All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery.

Any interpretation of the proposal, if made, shall be made in writing; duly posted on the website by the Purchasing Agent.

Webb County will not be responsible for any other explanation or interpretation of the proposed proposal made or given prior to the proposal opening or award of contract.

INTENT OF CONTRACT

ANNUAL SUPPLY CONTRACTS- the purpose of this contract is to perform the services requested on an as need basis. The needs of Webb County shall govern the amount of services purchased on an annual basis.

Webb County’s obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchase can be made.

If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

AWARD OF CONTRACT

The selection and award shall be made on the basis of best value to Webb County.

A written letter of award and /or a Purchase order will be furnished to the selected vendor by Webb County. In addition, a contract will be negotiated and signed by both parties.

These Terms and Conditions shall be the basis and governing document of the binding contract. This contract may be terminated by either party with 30 days written notice.

PAYMENT AND INVOICING

All invoices to Webb County have a 30 day term from receipt of completion of services. All original invoices shall be mailed to:

**Webb County Purchasing Dept.
c/o Accounts Payable
1110 Washington
Suite 101
Laredo, TX 78040**

NON-COLLUSIVE AFFIDAVIT

The County may require that vendors submit a non-collusive affidavit. The vendor will be required to state that the party submitting a proposal is genuine and non-collusive or sham; that said Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any vendor person, to put in a sham proposal or to refrain from submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communicate or conference, with any person, to fix the proposal price or affiant or of any other vendor, or to secure any advantage against Webb County or any person interested in the proposed contract; and that all statements in said proposal are true.

PURCHASE ORDERS

Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

TAXES:

Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in bid prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

CAPACITY

Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

CONTRACT

This contract will be awarded to the lowest, responsible bidders. The county reserves the right to award the contract to the bidders with the lowest price and/or overall Best Value. The county may award contracts to various bidders. A signed award letter is required for a valid contract.

DELINQUENT TAXES

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a bid/proposal.

LEGIBILITY

Proposals must be legible and of a quality that can be reproduced.

STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/ requirements.

PRICING

Pricing provided in the bid by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

ETHICS

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

PROPRIETARY INFORMATION

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

FURNISHED FORMS

All bids should be submitted on furnished forms. Bids submitted on forms other than those provided by Webb County will not be considered.

OPEN MARKET

If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

LIABILITY INSURANCE

A copy of your liability insurance must be included with your package.

Schedule of Fees

CONTROLLED SUBSTANCE AND ALCOHOL USE TESTING

I. SAMHSA (Substance Abuse Mental Health Services Administration) Drug Screen:

Fees

\$ _____
DOT Drug Screen- gas chromatography

\$ _____
Non-DOT Drug Screen- gas chromatography

SAMHSA Drug Screen Includes:

- 1. Drug screens done by a SAMHSA (Formerly NIDA) certified laboratory
- 2. Drug collection done under Federal Drug Testing Chain of Custody guidelines
- 3. Turnaround time for results if urine specimen collected by 4:00PM is 24 Hours on negatives and 49 hours for suspected positive results from the time the samples arrive to the testing laboratory (Federal Guidelines allow the laboratory up to 5 working days from the arrival date to report final results)
- 4. Medical Review Officer Services
 - a. Confirmation of positive drug test ---\$ _____ per positive test.
 - b. If confirmation cost is included in Drug Screen Fee as noted above in **Section I. SAMHSA Drug Screen.** then please print *included fee* on this blank: _____

H. Alcohol Testing as approved by the National Highway Traffic Safety Administration

Alcohol testing is done by evidential breath tester (EBT) devices. These devices have met the National Highway Traffic Safety Administration (NHTSA) specifications for precision and accuracy. Devices currently in use at this office are:

Alcohol Breath Testing Fee- \$ _____

- I. ___ Alco Sensor RBT IV (Electrochemical Oxidation/Fuel Cell)
- II. ___ Alco analyzer 2100
- III. ___ Life-Lac Technologies

Alcohol breath testing is performed by a certified breath alcohol technician (BAT). This office has a

minimum of _____ Certified Breath Alcohol Technicians (BATs) and _____ Breath Alcohol Technician Instructor (BATI). At no point, during this contract shall there be less than 4 (four) certified Breath Alcohol Technicians available whether on a full-time basis or on stand-by; on-call availability of 1(one) technician at minimum, and as needed, then may activate others depending on testing needs of the County.

Please note: Only courses of instruction of EBT that are equivalent to the Department of Transportation model course, as determined by the National Highway Traffic Safety Administration (NHTSA), may be used to train BATs to proficiency.

ALCOHOL CONFIRMATION TESTING FEE- \$ _____

Under the Federal Highway Administration (FHWA) regulations, Sec. 382.105 requires employers to test for alcohol and drugs only in accordance with the procedures set forth in 49 CFR Part 40.

Alcohol confirmation testing must be performed in compliance with Federal Guidelines.

ADDITIONAL DRUG AND ALCOHOL TESTING COLLECTION FEES:

After Hours Fee: \$ _____

Off-Site Fee: \$ _____

After Hours Quantity insufficient Fee:

\$ _____

*DOCUMENTATION NEEDED FOR BILLING ANY EXTRA COLLECTION FEES

CONSORTIUM: One time Annual Fee--- \$_____

(Services for random program for both alcohol and drug testing that include statistical and annual reports.)

DOT Physical Examination Fee \$ _____

TRAINING (Reasonable Suspicion): \$ _____

References

Name of Firm	Address	Phone	Name of Contact



Vendor Information:

Please complete all information requested below and submit with your bid package.

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the Webb County specifications and all terms and conditions stipulated in the proposed document.”

Firm Name: _____
Authorized Signature: _____ Date: _____
(Person authorized to sign proposal)

Title: _____
Business
Address: _____
City, State, Zip Code: _____
Telephone Number: _____ Fax Number: _____
Contact Person Email Address: _____
Federal Tax ID
Number: _____
Vendors Principal/Corporate Place of Business Address: _____
Indicate Status of Business: _____
Corporation/Partnership/Sole Proprietorship/ Other: _____
If other state business status: _____
State how long under its present business name: _____

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB)	Yes	No
Disadvantaged Business Enterprise (DBE)	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No

This company is not a certified minority business:

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the County will make with any given company.

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas

County of Webb

Before me, a Notary Public, on this day personally appeared

_____, know to me (or proved to me on the oath of _____ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 2014.

Notary Public, State of Texas

(Print name of Notary Public here)

My commission expires the ____ day of _____ 20__.



Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Miguel Montemayor
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Monica Notzon, 111th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY**Date Received:****Name of person who has a business relationship with local governmental entity.**

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 the originally filed questionnaire becomes incomplete or inaccurate.)

Name of local government officer with whom filer has employment or business relationship.

Name of Officer: _____

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity_____
Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
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Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
- No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Dr. Cecilia May Moreno
Webb County Purchasing Agent