



Jaime Kovar
Waller County Procurement Director

TO: Honorable Commissioners Court

RE: Waller County Procurement Policies and Procedures

DATE: August 20, 2025

Requesting the following change to the County Procurement Policies and Procedures, effective September 1, 2025:

1. Procurement 2.3: Competitive Procurement
Revised \$50,000 threshold to \$100,000 threshold per Texas Senate Bill 1173 (SB1173), which was passed on May 29, 2025 and becomes effective on September 1, 2025 to raise the competitive procurement threshold from \$50,000 to \$100,000.



WALLER COUNTY PROCUREMENT POLICIES AND PROCEDURES

POLICY AND AUTHORITY

Policy 1.1: Purpose

- A. The purpose of this document is to establish uniform policies and procedures in order to provide elected officials, other County officials, and County employees with direction in conforming to all applicable State and Federal rules and regulations concerning the procurement of goods and services.
- B. Each elected official, other official, and employee involved in the procurement process is individually responsible for compliance with all procurement requirements, whether Federal, State, or local. If anyone has questions related to procurement, it is their responsibility to seek clarification and/or guidance from their immediate supervisor, or from the County Auditor's Office or District Attorney's Office prior to taking any purchasing action.
- C. Nothing in this policy is intended to withhold from Waller County any purchasing right or authority accorded to it by any Federal or State law, rule, or regulation.

Policy 1.2: General Policy

- A. Waller County intends to fully comply with all purchasing laws of the State of Texas, and all Federal laws when Federal monies are used.
- B. The purchasing policy applies to all Waller County departments, including, but not limited to, all district, County, and precinct officials, as well as employees and subdivisions of all district, County and precinct offices. Any purchase using County money is subject to the purchasing policy.
- C. All responsible vendors will receive equitable and competitive access to County procurements. County purchasing will be conducted in a manner that will promote and foster public confidence in the integrity of the County Procurement Process.

Policy 1.3: Purchasing Authority

This policy is adopted pursuant to the general purchasing authority granted to Texas counties under Local Government Code, Chapter 262.

PROCUREMENT

Procurement 2.1: General Procedures

- A. While Local Government Code, Chapter 262 provides a general framework for county purchasing, it is not the exclusive authority on all county purchases. Each Waller County elected official or department head is responsible for ensuring that every purchase made with County money complies with any applicable State or Federal law, subject to the County Auditor's and District Attorney's Offices oversight.
- B. The Commissioners' Court must approve all County contracts; the Auditor's Office and District Attorney's Offices will ensure that County contracts are in compliance with the purchasing policy and/or all applicable State or Federal laws.
- C. The County Auditor's Office and District Attorney's Offices will ensure that all purchases made by the County comply with the Waller County Purchasing Policy.

Procurement 2.2: Electronic Transmission

- A. Conforming with Local Government Code, Chapter 262.0225(c), the County may elect to receive electronic bids or proposals.¹ Department Heads may, at their discretion and with Waller County Commissioners' Court's approval, request Respondents comply with this form of submittal.²
- B. The following steps will be taken to ensure the electronic submission process is fair and confidential³.
 - a. The County will create a dedicated e-mail address which electronic bids or proposals will be remitted to should a solicitation expressly request that form of submittal.
 - b. The County Auditor or the Auditor's designee will be the only individual with the dedicated e-mail address' password. At no point shall the Auditor or the Auditor's designee be eligible to serve on a Scoring Committee tasked with reviewing bids or proposals.
 - c. The County Auditor or the Auditor's designee will be the only person authorized to access the bids or proposals at the established due date and time. Until said time, the bids or proposals shall remain effectively unopened. Neither vendor identities nor the contents of submissions are available during the solicitation process. The County Auditor or the Auditor's designee shall log and track access to the designated e-mail address in order to record when an authorized user has accessed the system and what data the user accessed.
 - d. Should an outside firm assist the County with procurement, such as a competitively procured grant administrator or engineering firm, the County will confirm that any system utilized to received bids or proposals is one which is secure and facilitates a consistently fair and confidential process.
 - e. The County will determine when and what information is released to the public pursuant to Texas Law.

Procurement 2.3: Competitive Procurement

- A. Pursuant to Local Government Code, Chapter 262.023, any purchase exceeding \$100,000 made by contract must go through a formal procurement procedure. Formal procurement procedures must comply with either competitive bidding requirements, or competitive proposal requirements.
- B. All Waller County purchases exceeding \$100,000 must comply with all competitive procurement requirements of Local Government Code, Chapter 262.

Procurement 2.4: Procedures for Competitive Procurement When No Bid is Received

Pursuant to Local Government Code Section 262.0245, Waller County adopts the following procedures for the competitive procurement of items for which the County complied in good faith with the competitive bidding requirements of Chapter 262 of the Local Government Code but received no responsive bids.

¹ *Nb: Hard-copy submittal of a bid or proposal will be the default unless a solicitation expressly states that electronic transmittal is required.

² See also Tex. Loc. Gov't Code Ann. 262.0225(c-1).

³ Id. at 262.0225(b).

- A. To the extent practicable, the same specifications, as amended during the bid process, that were used in the original, formal bid will be used to obtain quotes from vendors known to provide the required goods or services.
- B. Three (3) written quotes for the goods or services shall be obtained. If obtaining three (3) written quotes from separate vendors is not practicable, due to lack of competition or vendor interest, as many written quotes as possible shall be obtained.
- C. If multiple quotes cannot be obtained after a good faith effort, such information shall be shared with the Commissioners' Court.
- D. Cooperative purchasing organizations to which the County belongs shall be consulted for the goods or services needed. If no quotes can be obtained through such co-ops, or the goods or services available through such co-ops do not meet the necessary specifications, such information shall be shared with the Commissioners' Court.
- E. Any known relationship between a vendor who provides a quote under these procedures and a County employee or official shall be disclosed in writing to the Commissioners' Court.
- F. A vendor who provides a quote under the procedures shall disclose to Commissioners' Court in writing any prior work history with Waller County.
- G. All quotes shall, to the extent possible, meet the same specifications for the goods or services to be obtained (to compare "apples to apples").
- H. A vendor will be selected using the same criteria as if the quotes were obtained through a formal bid process under Chapter 262.
- I. These procedures may be continued for a twelve (12) month period, subject to the following conditions:
 - a. New quotes shall be obtained every three (3) months, at a minimum;
 - b. Co-ops shall be consulted every three (3) months, at a minimum;
 - c. Increases in price during the twelve (12) month period of more than 25% will be subject to additional approval by the Commissioners' Court; and
 - d. This process may be utilized for up to one (1) year after the competitive bid process resulted in no responsive bids. At the end of the one (1) year period, the item or service shall be rebid in accordance with Local Government Code, Chapter 262.

Procurement 2.5: Exemptions to Competitive Procurement

The Commissioners' Court may exempt certain purchases from the competitive requirement by order. Each type of purchase that may be exempted is provided by Local Government Code 262.024, and includes:

- A. Emergency Purchases;⁴
- B. Personal or Professional Services;
- C. Individual work performed and paid for by the day;⁵
- D. Land and right-of-way;
- E. Sole Source purchases;⁶

⁴ Outlined by Tex. Loc. Gov't Code Ann. 262.024(a)(1)-(3).

⁵ Specific requirements provided by Id. at 262.024(a)(5).

⁶ Specific requirements provided by Id. at 262.024(c).

- F. Food;⁷
- G. Certain types of personal property;⁸
- H. Work performed under a contract for community and economic development made by a county under Local Government Code 381.004;
- I. Vehicle and equipment repairs; or
- J. Renewal or extension of certain types of leases or equipment maintenance agreements.⁹

Procurement 2.6: Cooperative Purchasing Program

- A. Pursuant to Local Government Code 271, the county may participate in a cooperative purchasing program with another local government or local cooperative organization.
- B. Any purchase of goods or services through a cooperative purchasing program under Local Government Code 271 satisfies any State law requiring competitive bids for goods or services.
- C. If Federal funds are used in a cooperative purchasing program procurement, Waller County must ensure that the cooperative purchasing program follows applicable Federal guidelines in awarding contracts to its vendors.

Procurement 2.7: Competitive Procurement Violations

- A. It is a violation to intentionally or knowingly make or authorize a separate, sequential, or component purchase to avoid competitive bidding requirements.
- B. Any County officer or employee who intentionally or knowingly violates Local Government Code 262 in any way other than provided by Procurement 2.6(A) commits an offense.

ETHICS

Ethics 3.1: Conflicts of Interest

- A. Neither elected officials, other County officials, nor any County employee will act in any way that would create a conflict between personal interests and the interest of Waller County. Such conflicts would include the following:
 - a. An elected official, other County official, or employee acts not in the County's best interest, but instead acts in their own best interest or the interests of someone associated with them.
 - b. The County official, other County official, or employee's family has a financial interest in any Waller County procurement process.
 - c. A business or organization in which the elected official, other County official, County employee, or any member of their family has a financial interest in any Waller County procurement process.
 - d. Any other person, business, or organization with whom the elected official, other County official, County employee or member of the elected official, other County official, County employee's family is negotiating or has any arrangement concerning prospective employment.

⁷ Specific requirements provided by Id. at 262.024(d).

⁸ Specific requirements provided by Id. at 262.024(a)(9).

⁹ Specific requirements provided by Id. at 262.024(b).

- e. The elected official, other County official, employee, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- B. All Waller County public officials¹⁰ shall comply with Local Government Code 171 regulations concerning conflicts of interest.

Ethics 3.2: Standards of Conduct

- A. Elected officials, other County officials, and employees will avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.
- B. Neither elected officials nor County employees will use confidential proprietary information for actual or anticipated personal gain.
- C. Elected Officials, other County officials, and employees will never solicit or accept money, loans, gifts, favors, gratuities, or anything of value, monetary or otherwise from present or potential vendors, contractors, or parties to subcontracts. This does not apply to a gift that is an unsolicited item of nominal value.
- D. Elected officials, other County officials, and employees shall not knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person, organization, or other entity.
- E. These standards of conduct apply to organizational conflicts of interest that may arise between Waller County, and any parent, affiliate, or subsidiary organization of Waller County that is not a State, local government, or Indian tribe. Such a conflict would arise if Waller County is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization.

Ethics 3.3: Compliance

- A. If any elected official, other County official, or employee has a question as to whether their involvement in a procurement transaction in any way violates the standards of conduct or conflict of interest policy, they shall disclose the transaction to the Auditor's Office and District Attorney's Office for interpretation.
- B. If a conflict of interest exists, the elected official, other County official, or employee shall notify the Auditor's Office and District Attorney's Office in writing and remove themselves from the procurement in which the conflict exists.
- C. Any violation of the standards of conduct and conflicts of interest policy is considered a serious breach of the public trust. Disciplinary action will be applied to any violation of the standards of conduct and conflicts of interest policy. Disciplinary action, up to and including termination, will be relative to the seriousness of the violation.

FEDERAL GRANTS

Federal Grants 4.1: Policy

- A. All Waller County procurements involving federal money shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance),¹¹ the Award Terms and Conditions, the authorizing statute,

¹⁰ Defined by Tex. Loc. Gov't Code 171.001(1).

¹¹ 2 CFR 200.

and any other regulatory and statutory requirements. If the Award Terms and Conditions conflict with any of the foregoing requirements, the Award Terms and Conditions shall control.

- B. All Waller County procurements involving Federal funds shall be subject to the Waller County Ethics Policy which includes written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.¹²
- C. The County shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible.¹³
- D. The County will ensure, prior to contract award, that a contractor has met all the eligibility requirements outlined in State and Federal law and is not currently suspended and/or debarred. A search of the Federal System of Award Management will confirm that a contractor is in good standing and has not been debarred. When subcontractors are utilized, it shall be the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors including, but not limited to, past performance, proof of liability insurance, possession of a federal tax number, debarment, and State licensing requirements.
- E. The County shall have written procedures for procurement transactions. These procedures shall be reviewed periodically for compliance with applicable Federal regulations and to ensure that competition is not unduly restricted.¹⁴

Federal Grants 4.2: General Procurement Standards for Federal Grants

- A. The County shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contract(s) and/or purchase order(s).¹⁵
- B. The County must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters, including, but not limited to, contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.¹⁶
- C. The County shall maintain sufficient records to detail the history of procurement. Said records will include, at a minimum: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the contract price.¹⁷
- D. The County alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues may include, but are not limited to: source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts. A Federal Awarding Agency will not substitute its judgement for that of the County unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.¹⁸

¹² Id. at 318(c)(1).

¹³ Id. at 321.

¹⁴ Id. at 319(d).

¹⁵ Id. at 318(b).

¹⁶ Id. at 318(h) and 214.

¹⁷ Id. at 318(i).

¹⁸ Id. at 318(k).

Federal Grants 4.3: Procurement Methods

- A. The County shall conduct all procurement transactions for the acquisition of property of services rendered under a Federal award in a manner providing full and open competition.¹⁹ The County ensures that it will have recorded written procedures for all procurement transactions involving Federal monies.²⁰ To ensure objective contractor performance and eliminate unfair competitive advantage, a contractor which develops and/or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurement.²¹ The County commits to avoid situations considered to be restrictive of competition.²²
- B. The County shall conduct all procurements in a manner which prohibits the use of statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those situations where applicable Federal statute(s) expressly mandate or encourage geographic preference. When contracting for architectural and/or engineering services, geographic location may be used as a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.²³
- C. Prequalified lists of persons, firms, and/or products which are used in acquiring goods and/or services must be current and include enough qualified sources to ensure maximum open and free competition. The County shall not preclude potential bidders from qualifying during the solicitation period.²⁴
- D. The County commits to avoiding the acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.²⁵
- E. Based upon the type and estimated costs of goods and/or service as well as the purchasing authority, the County will determine and pursue the procurement method which will result in a best value acquisition.

¹⁹ See 2 CFR 200.318-320.

²⁰ Id. at 319(d).

²¹ Id. at 319(b).

²² Id. at 319(b)(1)-(7).

²³ Id. at 319(c). (*Nb*: Nothing in this section, however, preempts state licensing law(s).)

²⁴ Id. at 319(e).

²⁵ 2 CFR 200.318(d).

- F. The County shall use one of the following five (5) methods of procurements for projects funded by federal grant monies: (1) Micro-Purchase²⁶; (2) Small Purchase²⁷; (3) Sealed Bid²⁸; (4) Competitive Proposals²⁹; or (5) Non-Competitive Proposals³⁰.

Federal Grants 4.4: Procurement Cycle Steps

- A. Solicitation- Any request to submit offers or quotations to the County. Solicitations under sealed bid procedures are called “Invitations for Bids.” Solicitations under negotiated procedures are called “Requests for Proposals.” Solicitations under small purchase procedures may require the submission of either a quotation or an offer.
- B. Receipt of Bids and Responses to a Solicitation-Process by which a potential vendor submits its response to the County’s solicitation.
- C. Evaluation and Awards-The County shall review the response(s) it receives from vendors, determine compliance with the solicitation, and make an award recommendation based upon the pre-defined best value criteria.
- D. Documentation- The County, at a minimum, will maintain the following for each contract paid with Federal funds: (1) a copy of the written, signed contract/agreement for the services to be performed or goods to be received; (2) the rationale of procedure for selecting a particular contractor; (3) evidence the contract was made to a contractor and/or consultant possessing the ability to successfully perform under the terms and conditions of the contract and procurement; (4) records on the services performed and/or goods received to ensure consistency and compliance with the signed contract and/or purchase order; (5) documentation that the contractor was not paid before services were performed; and (6) record of all payment(s) made, including the total amount paid to the contractor.

Federal Grants 4.5: Domestic Preferences for Procurement³¹

- A. As appropriate and to the extent consistent with law, the County shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States³², including, but not limited to, iron, aluminum, steel, cement, and other manufactured products³³.
- B. The requirements of this Section must be included in all subawards, including all contracts and purchase orders for work or products under a Federal grant award.

Federal Grants 4.6: Procurement of Recovered Materials³⁴

²⁶ 2 CFR 320(a)(1). (see also 2 CFR 200.67).

²⁷ Id. at 320(a)(2). Small purchase procedures are those relatively simple and informal for purposes of securing services, supplies, or other property that cost less than the lesser of the Federal Simplified Acquisition Threshold or the \$50,000 threshold defined in Texas Local Government Code 262.003. For service contracts under the Small Purchase Threshold which are **not** professional services as defined in Section 2254.002(2) of the Texas Local Government Code, the County may receive quotes and award the contract to any reasonable and responsible bidder as the County has the final authority to award contracts.

²⁸ Id. at 320(b)(1). Preferred method for procuring construction.

²⁹ Id. at 320(b)(2). (see also 2 CFR 200.324(b)&(d) for professional services contracts).

³⁰ Id. at 320(c). (see also Id. at 319(f)).

³¹ Id. at 200.322.

³² Id. at 322(b)(1).

³³ Id. at 322(b)(2).

³⁴ Id. at 323.

- A. The County and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contains the highest percentage of recovered material 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.

Federal Grants 4.7: Cost/Price Analysis for Federal Procurements in Excess of \$250,000

- A. The County must make an independent cost estimate (ICE) of the goods and/or services being procured before receiving bids or proposals in order to get an estimate of how much the goods and/or services are valued in the current market.³⁵ An ICE should include the anticipated direct and indirect costs, and rely on factors such as paid historical price, industry standard, and/or market survey.
- B. Before bids and proposals are received, the County shall perform either a price analysis³⁶ or cost analysis³⁷ in connection with every procurement action in excess of the Simplified Acquisition Threshold³⁸, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.
- C. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and profit negotiation is allowable, and in all cases where a cost analysis is performed. The County shall consider the complexity of the work to be performed; the risk borne by the contractor; the contractor's investment; the amount of subcontracting; the quality of its record of past performance; and industry profit rates in the surrounding geographic area for similar work when establishing a fair and reasonable profit.³⁹

³⁵ Id. at 200.324(a).

³⁶ A "Price Analysis" is the typical procedure used in a competitive procurement where items are being procured which are sold in the commercial marketplace to the general public. It cannot be used with non-competitive contracts. It evaluates the Respondent's price relative to the current market value for comparable product(s) or service(s) being offered by other vendors and being paid by the general public for the same or similar items. A Price Analysis will determine if the lump sum price is fair and reasonable based on current market value for comparable products or services. The County may: compare proposed prices to prices of existing contracts or contracts proposed in the recent past and factor in any changing conditions, such as market changes, inflation, material price changes and/or review price lists, catalogs, or other market prices of similar products to determine the market prices generally available to the public.

³⁷ A "Cost Analysis" is required whenever a Price Analysis cannot be performed (e.g., non-competitive contracts, including sole source contracts, and in instances where only a single bid is received after soliciting bids). It entails the review of proposed costs by expense category, applying Federal cost principles, and determining if the costs are allowable, reasonable, and necessary to carry out the requested services.

³⁸ Id. at 200.88. The Simplified Acquisition Threshold for federal procurement actions is currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of these Policies and Procedures, the Simplified Acquisition Threshold is \$250,000, but it is periodically adjusted for inflation (*see also* 2 CFR 200.67).

³⁹ Id. at 200.324(b).

Federal Grants 4.8: Bonding Requirements⁴⁰

- A. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the County provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such determination has not been made, the minimum requirements are as follow:
- i. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual document as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor in the execution of the work provided for the contract.

Federal Grants 4.9: Required Contract Provisions

- A. All Waller County contracts involving Federal grant monies shall include the applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.⁴¹ Required provisions are included as *Appendix A* to these Policies and Procedures.

Federal Grants 4.10: Federal Awarding Agency or Pass-Thru Entity Review⁴²

- A. Upon request of the Federal awarding agency and/or pass-through entity, the County shall make available technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item(s) or service(s) specified is the one being proposed for acquisition.
- B. The review will generally take place prior to the time the specification is incorporated into a solicitation document; however, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review limited to the technical aspects of the proposed purchase.
- C. The County shall make available, upon request by the Federal awarding agency and/or the pass-through entity as part of its pre-procurement review, procurement documents in specific situations as defined by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.⁴³
- D. The County is exempt from pre-procurement review if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the Uniform

⁴⁰ Id. at 200.326.

⁴¹ Id. at 200.327.

⁴² Id. at 200.325.

⁴³ Id. at 325(b).

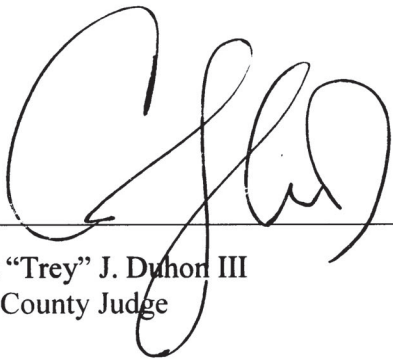
Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.⁴⁴

Federal Grants 4.11: Contract Administration

- A. The County maintains oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.⁴⁵

ADOPTION

These policies and procedures are approved and adopted by the Waller County Commissioners' Court acting in its capacity as the governing body of Waller County, Texas.



Carbett "Trey" J. Duhon III
Waller County Judge

11/15/23

Date

⁴⁴ Id. at 325(c).

⁴⁵ Id. at 318(b). (see also Id. at 331).

APPENDIX A

Required 2 CFR 200.327 Contract Provisions

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

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , 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)
>\$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)
None	Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u> , all contracts that meet the definition of “federally assisted construction contract” in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u> , 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 <u>41 CFR part 60</u> , “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	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,	
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	notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his	
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	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	
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	government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally	2 CFR 200 APPENDIX II (D)

	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 (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, “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.	
>\$100,000	Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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)

None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <u>37 CFR § 401.2 (a)</u> 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 <u>37 CFR Part 401</u> , “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)
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q.</u>) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). 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)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see <u>2 CFR 180.220</u>) 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 <u>2 CFR 180</u> 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)
>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) – 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	or any other award covered by <u>31 U.S.C. 1352</u> . 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.	
	<i>See 2 CFR §200.323.</i>	2 CFR 200 APPENDIX II (J)
	<i>See 2 CFR §200.216.</i>	2 CFR 200 APPENDIX II (K)
	<i>See 2 CFR §200.322.</i>	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> 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.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-	

	assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the	
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	contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or	2 CFR 200.216

	(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See <u>Public Law 115-232</u>, section 889 for additional information. (d) See also <u>§ 200.471</u>.	
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None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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 including all contracts and purchase orders for work or products under this award. 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.	2 CFR 200.322(a)(b)(1)) (2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are	2 CFR 200.336

	paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other	2 CFR 200.334

	record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of	
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	the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
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 <u>2252.153</u> . 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
>\$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 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.