

# **REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR WEBSITE DESIGN SERVICES**

**RFP #2025-1201**

**Proposal Due Date: Tuesday, December 02, 2025 at 2:00 P.M.**



**Aransas County Judge, Ray A. Garza**

**Commissioner Pct. 1 -1A– Jack Chaney  
Commissioner Pct. 2 – Leslie “Bubba” Casterline  
Commissioner Pct. 3 – Pat Rousseau  
Commissioner Pct. 4-4A – Robert “Bob” Dupnik**

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Aransas County  
2740 HWY 35 N, Unit A  
Rockport, Texas 78382  
361-790-0124*

## **REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR WEBSITE DESIGN SERVICES RFP #2025-1201**

Aransas County, TX seeks Competitive Sealed Proposals for Website Design Services. Specifications are available at the Aransas County Contracts and Procurement Office located 2851 HWY 35 N, Rockport, TX. 78382 and on the Aransas County website Aransas County Public Notices at [aransascountytexas.gov](http://aransascountytexas.gov). You may contact Eric Smith, Contracts and Procurement Specialist, with any questions or concerns at [esmith@aransascounty.org](mailto:esmith@aransascounty.org).

All Proposals must be timely submitted in a sealed envelope, clearly marked **“WEBSITE DESIGN SERVICES RFP #2025-1201 SEALED PROPOSAL”** on the outside. Proposals will be accepted at the Aransas County Courthouse, 2740 HWY 35 N, Unit A, Rockport, TX 78382, until **Tuesday, December 02, 2025 until 2:00 P.M.**

Questions and Clarifications. Interested parties may submit written questions and/or requests for clarification no later than **Tuesday, November 18, 2025 by 12:00 P.M.** Questions and clarifications will only be accepted in writing and must be emailed to the Contracts and Procurement Specialist, Eric Smith at [esmith@aransascounty.org](mailto:esmith@aransascounty.org). All questions and answers will be distributed by email and/or by posting on the County’s website [www.aransascountytexas.gov](http://www.aransascountytexas.gov) on the Aransas County Public Notices Page by **5:00 P.M. on Wednesday, November 19, 2025.**

Copies of the RFP Packet. A copy of the RFP Packet can be obtained free of charge during regular business hours in the Contracts and Procurement’s Office at 2851 HWY 35 N, Rockport, Texas, 78382 and on the County’s website at [www.aransascountytexas.gov](http://www.aransascountytexas.gov). The Courthouse is closed from 12:00 P.M. – 1:00 P.M., Monday through Friday.

Location and Time of RFP Opening. Proposals will be opened at the Aransas County Auditor’s Office, 2851 HWY 35 N, Rockport, TX 78382, on **Tuesday, December 02, 2025 until 2:00 P.M.** at which time they will be publicly opened and read aloud.

No submission may be withdrawn for at least **sixty (60)** days after the scheduled opening. Aransas County reserves the right to change the date of the opening, to waive any informalities, and to accept the submission deemed most advantageous for Aransas County.

Aransas County reserves the right to reject any or all proposal’s, to waive any and all irregularities in said proposal(s), and to accept the proposal considered most advantageous to the County. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

In order to be eligible to respond, VENDOR must not: be debarred or suspended from government bids; boycott energy companies; boycott Israel; engage in business with Iran, Sudan, or a foreign terrorist organization; be or be associated with a company that is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor of Texas, or headquartered in any of those countries; be otherwise excluded from, or ineligible to participate in federal or state assistance programs.

The County of Aransas, Texas is an Equal Opportunity Employer. The successful VENDOR must ensure that its employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

/s/ Eric Smith

Eric Smith, CTCD/CTCM  
Contracts and Procurement Specialist

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**PART 1:**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**

## **REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR WEBSITE DESIGN SERVICES RFP #2025-1201**

Aransas County, TX seeks Competitive Sealed Proposals for Website Design Services. Specifications are available at the Aransas County Contracts and Procurement Office located 2851 HWY 35 N, Rockport, TX. 78382 and on the Aransas County website Aransas County Public Notices at [aransascountytexas.gov](http://aransascountytexas.gov). You may contact Eric Smith, Contracts and Procurement Specialist, with any questions or concerns at [esmith@aransascounty.org](mailto:esmith@aransascounty.org).

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Aransas County reserves the right to reject any or all proposal’s, to waive any and all irregularities in said proposal(s), and to accept the proposal considered most advantageous to the County. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

In order to be eligible to respond, VENDOR must not: be debarred or suspended from government bids; boycott energy companies; boycott Israel; engage in business with Iran, Sudan, or a foreign terrorist organization; be or be associated with a company that is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor of Texas, or headquartered in any of those countries; be otherwise excluded from, or ineligible to participate in federal or state assistance programs.

The County of Aransas, Texas is an Equal Opportunity Employer. The successful VENDOR must ensure that its employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

### PROCUREMENT SCHEDULE OF EVENTS

| Schedule of Events                                                             | Date                                                      |
|--------------------------------------------------------------------------------|-----------------------------------------------------------|
| Publication of Advertisement and Request for Competitive Sealed Proposals      | Thursday, October 16, 2025 and Thursday, October 23, 2025 |
| Written Questions Deadline                                                     | Tuesday, November 18, 2025 at 12:00 P.M.                  |
| Solicitation Addendum Posting to County Webpage and/or Emailed to Plan Holders | Wednesday, November 19, 2025 by 5:00 P.M.                 |
| Sealed Proposals Due to the County                                             | Tuesday, December 02, 2025 at 2:00 P.M.                   |
| Opening of Sealed Proposals                                                    | Tuesday, December 02, 2025 at 2:00 P.M.                   |
| Tentative Timeframe for Selection                                              | Monday, December 22, 2025 at 9:00 A.M.                    |

The County reserves the right to modify the Procurement Schedule of Events at the County's discretion. Changes will be posted on the County website at [www.aransascountytx.gov](http://www.aransascountytx.gov).

VENDORS are to provide one (1) paper ORIGINAL proposal that is clearly labeled in addition to three (3) paper copies and one (1) digital copy on a USB. All paper proposals must be bound and furnished in a sealed package that is clearly marked on the exterior with:

Website Design Services RFP #2025-1201 Sealed Proposal.

When completing **Part 2: The Bid Document** be sure to follow all instructions and return all completed paperwork. Incomplete bid proposals may be disqualified. VENDOR who is awarded contract is responsible for fulfilling all requirements and specifications included in this Request for Proposals.

Information Required. Each VENDOR shall furnish the information required by the request for proposal. The VENDOR shall sign the proposal, and erasures and other changes must be initialed by the person signing the proposal. Proposals may be submitted on other county forms, however, forms with different terms or provisions may not be considered as a responsive proposal.

Submission of Proposals. Envelopes must be marked Website Design Services RFP #2025-1201 Sealed Proposal. Proposals shall be mailed or delivered in person to:

Aransas County Courthouse  
Attn: Eric Smith  
2740 HWY 35 N, Unit A  
Rockport, Texas 78382  
Website Design Services RFP #2025-1201 Sealed Proposal

Sealed Proposals shall be received by **Tuesday, December 02, 2025 until 2:00 P.M.**

Proposals may be held by Aransas County for a period not to exceed 60 days from the date of the Proposal opening for the purpose of reviewing the Proposals and investigating the Vendors Proposals. Aransas County reserves the right to reject any or all Proposals, to waive any and all irregularities in said Proposal(s), and to accept the Proposal considered most advantageous to the County. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit Proposals.

In order to be eligible to respond, VENDORS must not: be debarred or suspended from government bidding; boycott energy companies; boycott Israel; engage in business with Iran, Sudan, or a foreign terrorist organization; be or be associated with a company that is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other county designated by the Governor of Texas, or headquartered in any of those countries; be otherwise excluded from, or ineligible to participate in federal or state assistance programs.

The County of Aransas is an Affirmative Action/Equal Opportunity Employer. The successful VENDOR must ensure that its employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Modification of Proposals. Proposals may be modified by written notice by the Office of the County Contracts Office prior to the exact hour and date specified for the receipt of Proposals. A comparative substitute may be accepted.

Consideration of Proposals. The County of Aransas reserves the right to reject or cancel any or all Proposals, to reissue the Request for Proposals and to extend the Proposal opening time and date.

Method of Award. The County of Aransas shall award to the responsible and responsive VENDOR offering the lowest total costs OR the Proposal deemed the most advantageous to Aransas County due to benefits while meeting all other specification requirements.

Payment Terms. All payments shall comply with the Texas Prompt Payment Act. However, County reserves all rights and remedies afforded to it under the law, including the right to withhold payment if deemed to be in the best interests of Aransas County. Circumstances where it may be necessary to withhold payment include, but are not limited to, invoice errors, undocumented and/or unsupported costs, remediating overpayments to the vendor, defective or non-conforming work not remedied, claims filed, unacceptable Vendor performance, or failure of Vendor to make timely payments to its Subcontractor. County will make every effort to notify vendor of an error or disputed amount in an invoice within twenty-one (21) days. Unless otherwise specified by Aransas County Commissioners Court, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.

The County is exempt from Federal excise and State Tax; therefore, tax must not be included in the Proposal prices.

**All charges – freight, installation, etc. shall be included in the proposed prices.**

Scoring Matrix. In accordance with § 2269.153(c), the weighted value assigned to price is at least 50% of the total weighted value of all selection criteria for this RFP.

### SCORING MATRIX

| EVALUATION CRITERIA                                        | WEIGHT (PTS)              | SCORE |
|------------------------------------------------------------|---------------------------|-------|
| Responsiveness to Request for Competitive Sealed Proposals | 10                        |       |
| Quality of “Examples of Webpages Completed”                | 10                        |       |
| Vendors Qualifications                                     | 10                        |       |
| Vendors Experience Working with Local Governments          | 20                        |       |
| Cost / Price                                               | 50                        |       |
| <b>TOTAL SCORE</b>                                         | <b>Maximum 100 Points</b> |       |

Term. This contract shall be effective from February 01, 2026 through the December 31, 2027, (“Initial Term”). Subject to the approval of the Aransas County Commissioners Court and based on the terms, conditions, and pricing set forth herein, the County may renew the Initial Term of this Contract for up to three (3) successive one (1) year terms thereafter (each a “Renewal Term”) each term, whether the Initial Term or a Renewal Term, shall only be for a term of one (1) year or until the project is completed and administratively closed. The County shall notify Contractor of its intent to renew this contract for a Renewal Term in writing by mail, by email or both.

Project. Aransas County, Texas is seeking proposals from qualified vendors to design, develop, and implement a modern, user-friendly, and accessible website that effectively serves the needs of its residents, non-resident guests and businesses. The goal is to create a digital platform that fosters greater transparency, simplifies access to county services, and enhances community engagement.

The existing Aransas County website ([www.aransascountytexas.gov](http://www.aransascountytexas.gov)) was designed and produced around 2007-2008 that quickly became outdated as the underlying design was not adaptable to rapidly changing technology.

Provisions of this RFP and the contents of the successful proposal will be included in any final contractual obligations.

### PURPOSE, DESCRIPTION AND OBJECTIVES

Purpose.

## **Aransas County Website Modernization and Re-Engineering Scope**

Aransas County currently maintains a web presence that is outdated in appearance, structure, functionality, and content presentation. Aside from routine edits to text, images, links, HTML, CSS, and video content, the existing website has seen only minor functional adjustments over its lifespan. A comprehensive inventory of the total number of webpages and documents contained within the site has not been maintained.

Multiple web developers have characterized the current site as heavily text- and link-centric, with a lack of strategic design and inconsistent presentation across pages. Notable issues include inconsistent fonts, color schemes, layouts, and information presentation, which collectively hinder user experience and accessibility.

### **Opportunity for Re-Engineering**

This project presents an opportunity to re-engineer the website to enhance transparency, improve the dissemination of information to County residents, and incorporate the latest web technologies. The goal is to create a modern, user-friendly, and accessible platform that aligns with best practices in web design and content management.

### **Post-Development Responsibilities**

Upon completion, Aransas County will assume full responsibility for ongoing website content maintenance and administration. All content, custom code, and graphics developed during the project will become the sole property of Aransas County.

### **Scope of Work**

- a. **Design & Development:** Redesign the site with a consistent visual identity, utilizing modern web standards and responsive design principles.
- b. **Content Migration:** Systematic transfer and organization of existing content, with provisions for new content as required.
- c. **Functionality Enhancements:** Modernize underlying technologies, ensuring compliance with current security protocols and accessibility standards.
- d. **Technical Infrastructure:** The new website shall be hosted on a robust platform utilizing Linux, Apache, MySQL, and PHP, or similar proven technologies, to ensure stability, scalability, and security.
- e. **Security & Access Control:** The County's Technology Department will host the new website on an appropriate platform, such as Kinsta®, Pagely®, or Siteground® as indicated in the "Technical Infrastructure" sub-item above. Where applicable to the hosting provider, the County Technology Department will be the root administrators for management and maintenance of the hosting platform, employing multi-factor authentication schemes and Public Key Authentication mechanisms to secure administrative access. The prevailing bidder will be provided relevant access for installation of the project onto the County's hosting platform.

### **Maintenance & Support**

The developer shall include routine maintenance services, covering security updates and system updates, at a negotiated reasonable fee incorporated into the final contract. This ensures the website remains secure, up-to-date, and aligned with evolving technological standards.

### Description.

The goal is to create a flexible, informative, and up-to-date website that is easy to maintain and provides granular levels of editing and content publishing capabilities. The new site must be fully responsive, ensuring optimal viewing and functionality on both desktop and mobile devices.

### **Design and User Experience**

The developer is tasked with designing a user-friendly website featuring an intuitive interface that facilitates seamless navigation for all users. The design should prioritize accessibility, clarity, and a modern aesthetic to enhance user engagement and satisfaction.

### **Content Management System (CMS)**

A core component of this project is the integration of a web-based, database-driven Content Management System (CMS). This system must empower key personnel to efficiently update, modify, and publish content without the need for direct access to source code or technical expertise. The existing site utilizes PHP, pure HTML, and CSS; therefore, compatibility with these technologies or an improved, modern equivalent is essential.

### **Additional Functionality**

The new website must incorporate tools for:

- **Search Engine Optimization (SEO):** To improve visibility and ranking in search engine results.
- **Social Sharing:** Enabling easy sharing of content across various social media platforms to increase outreach and community engagement.

### **Template and Layout Management**

For pages and content that are yet to be created, the preferred approach is to utilize user-selectable, predefined templates. These templates should dictate layout, color schemes, and overall presentation, allowing for consistent and efficient content creation without the need for extensive design customization.

Aransas County will consider other hosting options based on recommendations. To be effective, our website must be:

- a. Easy and intuitive
- b. Visually pleasing
- c. Informative
- d. Safe and secure
- e. Quick to load and operate
- f. Responsive on mobile and desktop
- g. Improve Net Promoter and Google Rankings
- h. Search Engine Optimized with proper Keyword Research
- i. Integrate Easily with Custom Database Sources and XML Driven Content providers
- j. Provide for a FAQ, Search, and Quick information finding mechanism, utilizing tools such as elastic search.

## Objectives.

### **Assessment of Past Challenges and Need for Website Enhancement**

During significant events such as Hurricane Harvey, the COVID-19 Pandemic, and the Winter Storm Disaster, Aransas County experienced shortcomings in the availability and dissemination of critical information. Our existing website was insufficient in guiding citizens to essential resources and recovery assistance. Additionally, it became evident that users faced difficulties navigating the site to locate routine information, including scheduled meetings of the County Commissioner's Court.

This technological gap has hindered the County's ability to maintain transparency and effectively communicate with the public. To better serve our residents and ensure timely access to vital information, an upgrade of our current website is imperative. The new platform must empower Aransas County to provide the necessary tools and resources that enable citizens to navigate complex situations, access critical services, and stay informed.

### **Goals for the New Website**

The redesigned site should actively engage visitors through attractive visual elements, intuitive navigation, and clear, concise messaging. It must also enhance functionality and simplify user interactions for residents, staff, and elected officials alike.

### **Functional Requirements**

The tools integrated into the new website should facilitate the timely delivery of content with minimal technical expertise required. This includes user-friendly content management capabilities that allow designated personnel to update information quickly and efficiently, ensuring that the website remains current and responsive during emergencies and routine operations.

Vision. To meet our goals, our new website must:

- a. Serve as an ambassador for Aransas County
- b. Provide a modern, relevant design update
- c. Improve County Transparency
- d. Showcase the departments and programs of the County
- e. Improve customer and citizen services
- f. Engage site visitors
- g. Provide a scalable, maintainable solution
- h. Document Aransas County's rich history, commissioners, and on-going projects

## Strategies.

- a. Utilize responsive design with the latest technologies to provide a consistent user experience and interface across all devices
- b. Establish a clear path for visitors to access information relevant to them
- c. Present clear and concise information to end users
- d. Integrate with Aransas County's social media platforms
- e. Seamlessly direct traffic to Aransas County's Public Portals for Odyssey, Payments of Fines, Fees, Permits, Property Taxes, etcetera.
- f. Provide an easy-to-use Content Management Platform with Granular permissions.
- g. Function as the "hub" for other web-based enterprise systems.

- h. Leverage limited human resources through improved efficiencies in web management
- i. Maximize search engine optimization through strategic mark-up language and content
- j. Provide an archival system for County Press releases, photos, videos, and move historical data to a searchable database

Timeline. Our goal is to complete the project and have the new webpage live by May 01, 2027.

Vendor Requirements. Please provide detailed information to accomplish Design and Develop a County Government Website scope outlined below. The budget and proposal must include all design, production, software acquisition, integration and necessary development and maintenance of the website.

Proposals must address the following:

Executive Summary.

1. Describe your understanding of our current website challenges.
2. Summarize your proposed solution, and how your solution will resolve our current website challenges.
3. Provide a summary of pricing for the proposed services and products.
  - a. Company Overview – Tell us about your company, your experience in web design and production for projects similar to ours, and your experience in working with clients in county government. Provide links to your agency website, online portfolios, and social media.
  - b. Team – Identify the team who will work on this project. Include name, title/role, and brief background/experience of each. Include subcontractors if applicable.
  - c. References – Provide a list of three references (at least two in county government) who can speak to services requested in this RFP. Please include contact information and a brief description of work done for those clients.
  - d. Solutions Menu with Pricing – Based on the elements included in Design and Develop a Government Website Scope/Objective section, tell us about your proposed solution in terms of creative design strategy, methodology, plan, and other important aspects of the redesign process. Include all project phases and tasks, along with a line-item breakdown of costs. Please be sure to address the following:
  - e. Project Management Tools – Your process for tracking and documenting project status.
  - f. Deliverables – Outline the products and/or services that will be delivered.
  - g. Schedule – Provide the suggested project schedule detailing the time required for each major step or phase of Design and Develop a Government Website.
  - h. User Training and Support – Provide details on the user training and support included for our content editors along with the training support format (i.e., on-site/in-person, live web, chat, email, phone-based, hard copy, other documentation, etc.).
  - i. Hardware – List any hardware necessary to host and/or support the proposed solution. Also list any recommended configurations for a robust and reliable

- environment. Include hardware redundancy and/or disaster recovery recommendations.
- j. Payment – Include any requirements or preferences regarding invoicing and payment.
  - k. Anything else deemed relevant/important to vendor.
  - l. Include all terms and conditions. This RFP and the successful proposal will be incorporated into the final contract.

Background of Organization. Aransas County, the organization, is the local government umbrella for the geographic area in the State of Texas.

Audience. The audience of our website is defined as the citizens of Aransas County, the public, tourists, and any persons needing to conduct business with the offices of Aransas County officials.

### **SCOPE AND GUIDELINES**

The scope of this project is to redesign the existing Aransas County website ([www.aransascountytx.gov](http://www.aransascountytx.gov), and applying appropriate redirects for [www.aransascounty.org](http://www.aransascounty.org), [www.acplibrary.org](http://www.acplibrary.org) once new site is live), to supply a Content Management System and templates for incorporation into the new Content Management System. Aransas County's Information Technology Team and the County Public Information Officer, or other designees, will provide the successful candidate firm with the photography and content necessary to populate the new site.

Discovery. Confirm audiences, objectives, graphic look and feel, navigation, site marketing, technology issues and assumptions, required functionality, phasing, and budgetary constraints, resulting in a creative brief.

Design. Disclosure of website information architecture, graphic look and feel, user navigation, home page and main navigation templates for each of the main navigation links. The solution must utilize well-developed open-source systems, and that are not bound to proprietary hosting services, software, or specific publishing tools, platforms, or a specific solution vendor once delivered.

Development Guidelines. The website designed by the successful candidate must meet the following criteria:

- a. Include templates that incorporate into the content management system that will permit both technical and non-technical Aransas County staff to update website content on specific pages.
- b. Once the site has been completed and accepted by the County, the site will be maintained centrally by Aransas County's skilled technology services team as well as non-professional editors from various departments. This should be kept in mind when selecting the tools that are included.
- c. Convert and revamp substantial amounts of existing content to new website.
- d. The site must seamlessly integrate with Aransas County's enterprise systems including custom XML driven pages. It is the firm's responsibility to work with vendors to build these connections.

- e. The site must be clean and attractive, with a mix of text and graphics. Visually, the site should be modern, distinctive, memorable, and engaging. It should fit as close to a single displayed page on a typical size monitor as possible.
- f. Each section of the site should have a common look and feel. The Aransas County logo should be prominently displayed on every page as a common header, and will be provided by the County Technology Services Department.
- g. The use of photography and fonts should be consistent throughout the site, with the layout of each page having a great deal of consistency. Pictures on the front page should be a larger size than other subpages. The sitemap should provide for these photos to be easily changed.
- h. The site should be easy to navigate, where information is grouped and presented in a logical manner with a minimal number of levels needed for the user to find the desired information. The navigation design should complement the capabilities of touch-enabled, mobile devices.
- i. Development of templates that adhere to the proposed navigation scheme enabling non-technical users to easily add new sections/pages.
- j. Provide search capabilities using key words or phrasing that will identify content throughout the site and optimize Google Rankings.
- k. Build connections to externally hosted library resources.
- l. An assigned project manager will be made available to present information and coordinate with Aransas County staff, including a reasonable number of meetings (either in person or via videoconference) to present design and development solutions.
- m. Once the website has been completed and accepted by Aransas County, the website design and all of its contents become property of Aransas County.

Site Specifications. Aransas County encourages creativity in the proposals submitted, but there are certain requirements for the website project. Your proposal must account for all of these requirements.

- a. Site must be compatible with current and one (1) previous version of Microsoft Edge, Mozilla Firefox, Google Chrome, and other major browsers.
- b. Web site must not require third runtime plugins as a default.
- c. The site should be developed to meet all current federally-mandated ADA access requirements.
- d. The site must be built in accordance with the latest Web Content Accessibility Guidelines and should also be easily accessible to the novice as well as the experienced Internet user.
- e. The website must be designed with a mix of text and graphics such that each page loads in a way that is acceptable to the typical user having an average home Internet connection speed.
- f. Site must be designated to meet Texas Mandated Posting Requirements, see Attachment “A” 2023 Short Answers to Common Questions” for reference.

Research. Internal and external research including focus groups and a comprehensive review of existing Google Analytics must be included in the scope of the proposal.

Testing. Testing of site on all applicable platforms to ensure that website works as promised, including explanation of the testing plan.

Delivery and Acceptance. Final acceptance of the new site will result in installation and configuration the project deliverables on the County's web hosting platform. Credentials and other administrative access for the content management system will be securely transmitted to the Information Technology Department team for Aransas County.

Qualifications. List five websites your firm has produced that reflects your work and relevancy to this project. List the role your firm played in each project. Please submit the URLs for these sites, and only currently "live" sites should be included; Page 65.

- a. Describe your experience producing sites for government entities.
- b. Provide current reference information for five former or current clients.
- c. Briefly outline your firm's organizational capacity to produce the Aransas County website (such as staff, equipment, software, physical space, office location, etc.).
- d. Provide company profile, length of time in business and core competencies.
- e. Briefly describe the percentage of your web staff that would be working on this project relative to your entire staff. For example, if you would use three staff on Design and Develop a Government Website and you have ten web designers and developers, the percentage would be 30%.
- f. What type of team will be assigned to this project? What will each person's role be? Please include a brief background summary for each key staff member assigned to this project.
- g. Briefly describe your project management process.
- h. Please detail any hardware/software vendor partnerships you have.
- i. Provide a detailed timeframe for completion. This will be evaluated and will be part of the contractual agreement, so a realistic time frame for completion is essential.
- j. Please state how you intend to communicate with Design and Develop a County Government Website lead at Aransas County during the period of design/development, and at what intervals.
- k. Describe the support you offer during and after Design and Develop a County Government Website.

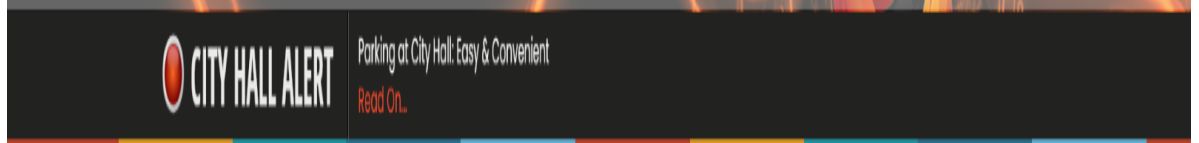
Priorities. We have three major priorities for our new site:

- a. Provide for a new, easy to maintain, modern website; encompassing a modern user interface, with an easy to navigate layout.
- b. Provide for integration of our dynamic content pages, notably our Jail Data Listing Page which is driven by a Database/XML/cURL based API; and our departmental contact us pages which utilize a custom Database interface and email plugin.
- c. Provide for a seamless mechanism to steer citizens to the correct payment portal for court business, permits, and local tax payer portals for property, hotel and motel/venue taxes. Where possible provide custom interfaces to these payment portals to simply or centralize user interaction with the same. Such as a single site login for the end customer that prepopulates their information for the required payment portals.

## **SAMPLE SITES AND IDEAS**

We have identified several organizational websites with features and layouts that are pleasing and relevant to our needs. Included in this document are references to these sites and organizations, and specific elements that we would like to see developed for and incorporated into our overall site designs.

1. <https://www.rockporttx.gov/> specifically the prominent community alert banner, that shows up on every page and the agenda center library.



<https://www.rockporttx.gov/agendacenter>

2. <https://www.harriscountytexas.gov/>
  - a. Specifically, the prominent display of the County Commissioners, and their respective precincts; and how to contact them.
3. <https://www.fbgtx.org/217/Online-Bill-Pay>

## **GENERAL AFFIRMATIONS**

The following General Affirmations are integral to the overall agreement between the PARTIES. In any place where these General Affirmations modify, change, delete from, or add to the Contract Documents entered into by COUNTY and VENDOR, the stricter provision shall control.

Amendments and Integration. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Contract. There are no other agreements, representations, or warranties, whether oral or written, regarding the subject matter of this Contract. Any amendment to this Contract shall be attached to this Contract and integrated for all purposes, and all the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

Antitrust Affirmation. The VENDOR represents and warrants that, in accordance with §2155.005 of the Texas Government Code, neither VENDOR nor any associated company or anyone acting on behalf of VENDOR has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code or federal antitrust laws, or (2) communicated directly or indirectly, the Vendors proposal to any request for Competitive Sealed Proposals, qualifications, or bids, or the like, to any competitor or any other person engaged in the same line of business as VENDOR.

Assignment. VENDOR shall not assign this Contract, or assign, transfer, or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Contract without the prior written consent of the COUNTY, and any attempted or purported assignment, transfer, or delegation thereof without such written consent shall be null and void.

Auditing Authority.

*State Auditor's Right to Audit.* The Parties acknowledge and agree that the State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties further agree that this Contract may be amended unilaterally in compliance with any rules and procedures of the State Auditor in the implementation and enforcement of Section 2262.125 of the Texas Government Code, and if so amended, such amendment shall not create a cause of action for breach of contract under the terms of this Contract. In the event that VENDOR contracts with Subcontractor to perform Work on Design and Develop a Government Website, VENDOR shall ensure that this paragraph concerning the State Auditor's authority to audit funds received indirectly by Subcontractor through the contract and the requirement to cooperate is included in any subcontract it awards.

*County Auditor's Right to Audit.* The Parties acknowledge and agree that the acceptance of funds directly under the Contract or indirectly through a subcontract, acts as acceptance of the authority of the County Auditor, under the direction of the Aransas County District Judges, to conduct an audit or investigation in connection with those funds. In the event that VENDOR contracts with Subcontractor to perform Work on Design and Develop a Government Website, VENDOR shall ensure that this paragraph concerning the County Auditor's authority to audit funds received indirectly by Subcontractor through the contract and the requirement to cooperate is included in any subcontract it awards.

Binding Effect. This Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, VENDOR agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced out of state.

Build America, Buy American Act. In accordance with 2 C.F.R. 200, Title 2, Subtitle A, Chapter I, Part 184 – Buy America Preferences for Infrastructure Projects, VENDOR agrees that during the performance of a contract for services, it shall purchase products and materials produced in the

United States of America when such products and materials are available at a price and time comparable to products and materials produced out of the Country.

Child Support Obligation Affirmation and Certification of Compliance with the Texas Family Code. Under Section 231.006 of the Texas Family Code, the VENDOR certifies that the individual or business entity names in this Contract is not ineligible to receive specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If VENDOR certifies that there is no child support delinquency, but it is later determined that there is delinquency, COUNTY may terminate this Contract and withhold payment.

Commitment of Current Revenue Only. The COUNTY, by entering into this Contract, is only committing to spending current funds, as defined in Section 271.043 of the Local Government Code.

Compliance with Federal Laws and Regulations. This Agreement may be funded in whole or in part with federal funds. The Parties understand and agree that the following shall apply to this Contract and VENDOR agrees to require compliance with these provisions in any subcontract:

- a. Clean Air Act.
- b. Federal Water Pollution Control Act.
- c. Solid Waste Disposal Act/Procurement of Recovered Materials under 2 C.F.R. 200, et seq.
- d. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended).
- e. Conflicts of Interest provisions in 24 C.F.R. 570.489(g).
- f. Uniform Grant Management Standards (UGMS) of the Texas Comptroller of Public Accounts
- g. Section 504 of the Rehabilitation Act of 1973.
- h. Age Discrimination Act of 1975.
- i. 2 C.F.R. 200.316-.327
- j. Energy Efficiency under 2 C.F.R. 200 Appendix II and 42 U.S.C §6201.
- k. Encourage contracting and/or contract with minority-owned businesses, women-owned businesses, and labor area surplus firms in the area pursuant to the requirements in 2 C.F.R. 200.321.

Contracting Authority. Subject to section 262.001, Texas Local Government Code, the PARTIES acknowledge and agree that only the Aransas County Commissioners Court may approve any modifications or changes to this contract, any and all of which must be made in writing. Any modifications to this contract or the work or performance required between the Vendor and an individual officer, employee, or project manager of the COUNTY shall be null and void and of no legal effect. In accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, all negotiations and modifications to this contract shall be presented in a properly noticed meeting and the parties may not negotiate or modify this contract in a closed or executive session of a regular or special-called meeting of the Aransas County Commissioners Court unless allowed by law.

COVID-19 Vaccine Passport Prohibition. VENDOR certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from VENDOR's business. VENDOR acknowledges that such a vaccine or recovery requirement would make VENDOR ineligible for a state-funded contract.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2274.0102, VENDOR certifies that neither it nor any parent company, nor any affiliate of VENDOR or a parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 or (2) headquartered in any of those countries.

Current and Former COUNTY Employees and Officials. It is the policy of Aransas County that an employee or elected or appointed official of Aransas County may not have a direct or indirect interest, including financial and other interests, or engage in a business transaction or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the employee's or officer's duties in the public interest, unless allowed by law. To implement this policy and to strengthen the faith and confidence of the people of Aransas County, the following standards of conduct and disclosure requirements, at a minimum, shall be observed prior to the execution and during the performance of this Contract, the failure of which shall constitute a breach of Contract and may result in immediate termination of the Contract. VENDOR represents and warrants that none of its employees, agents, Subcontractor, or any other person authorized to provide services under the Contract are current or former employees of COUNTY during the Twelve (12) month period immediately prior to the date of the execution of the Contract or current or former elected or appointed officials of COUNTY during the twenty-four (24) month period immediately prior to the date of the execution of the Contract. If VENDOR cannot make such a representation, VENDOR certifies that it will disclose: (1) Name of former COUNTY employee or official; (2) Date of separation from COUNTY; (3) Position held with VENDOR; (4) Date of employment with VENDOR; and (5) in the case of Subcontractor, the subcontract, payment, and invoice information between VENDOR and subcontractor for this Contract.

Cybersecurity Training. VENDOR represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

Damage to Government Property. VENDOR shall be liable for all damage to government-owned, leased, or occupied property, and equipment caused by the VENDOR and its employees, agents, Subcontractor, and suppliers, including any delivery or cartage company in connection with any performance pursuant to this Contract. VENDOR shall notify COUNTY, in writing, within Twenty-Four (24) hours of any such damage. VENDOR is responsible for the removal of all debris resulting from the work performed unless this Contract specifically states otherwise.

Dealings with Public Servants Affirmation. VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the performance of this Contract.

Debts and Delinquencies Affirmation. VENDOR acknowledges and agrees that, in accordance with Section 2252.903, Texas Government Code, and to the extent VENDOR owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts VENDOR is otherwise owed under the Contract may be applied toward any debt VENDOR owes to the State of Texas until the debt is paid in full. These provisions are effective at any time VENDOR owes any such debt or delinquency.

Discounts. If during any time during the term of this Contract, VENDOR provides discounts to any client for any work or materials purchased by COUNTY, VENDOR shall notify COUNTY at least ten (10) days prior to the effective date of the discount. COUNTY will have the option to provide a revised purchase order or a change order to VENDOR that reflects the discounted cost.

Dispute Resolution Procedure: Default, and Breach. If a dispute arises between the PARTIES arising from or relating to this Contract, the following alternative dispute resolution procedure may be used prior to either Party filing suit or initiating any other legal proceeding concerning any matter relating to or arising from this Contract. If so selected and both PARTIES agree, the PARTIES will, in good faith, attempt to resolve the dispute without the necessity of litigation.

- a. *Default or Breach of Contract.* Under this section and without limiting any other terms of this Contract, “default” or “breach of contract” generally occurs when either Party fails to keep, observe, or perform any material agreement, term, or provision of this Contract to be kept, observed, or performed by it and the defaulting party fails to cure the default for a period of thirty (30) days after written notice thereof by the other Party.
- b. *Performance during Dispute.* Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by COUNTY, the VENDOR shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending.
- c. *Initiating Dispute Resolution Process.* When a Party has defaulted or breached this Contract, either Party may initiate dispute resolution by delivering written notice of dispute to the other Party, providing a summary description of the dispute, the legal theory of recovery, and the relief sought.
- d. *Initial Meeting.* An initial meeting between the PARTIES shall be held within Twenty (20) business days to attempt to negotiate a resolution of the dispute.
- e. *Non-Binding Mediation.* If, within thirty (30) days after the initial meeting, the PARTIES have not reached a written agreement resolving the dispute, either Party may require that the dispute be submitted to non-binding mediation, to be held within the boundaries of Aransas County before a mutually acceptable mediator.
- f. *Notices and Counter Notices.* An initial notice of dispute may be amended or supplemented, and the other Party may deliver counter notices, prior to the conclusion of mediation.

- g. *Suit.* If the dispute is not resolved within one Hundred and Twenty (120) days after the initiating notice of dispute was delivered, either Party may proceed to file suit on the disputes stated in the notices or counter notices.
- h. *Termination for Cause at Conclusion of Dispute Resolution Process.* Upon conclusion of the dispute resolution process described in this Section, and in addition to any other remedies available to it on account of such event of default or breach, either party may terminate this Contract.
- i. *Remedies not Exclusive.* No right or remedy herein conferred upon or reserved to either of the PARTIES is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default or breach. The failure of either party to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent default or breach. Every right and remedy given by this Contract to the PARTIES may be exercised from time to time and as often as may be deemed expedient by the PARTIES.
- j. *Chapter 2260, Texas Government Code.* This Contract may be funded in whole or in part by an agency of the State of Texas and, therefore, subject to the alternative dispute resolution process of Chapter 2260, Texas Government Code. If so funded and provided Vendors dispute, payment claim, breach of contract claim, mediation or negotiation request includes any immunity, right, or privilege of any an agency of the State of Texas, whether identified by law or the Funding Requirements, the PARTIES acknowledge and agree that the alternative dispute resolution process provided for in Chapter 2260, Texas Government Code, must be used to attempt to resolve any dispute arising under the Contract, in accordance with Section 2260.004, Texas Government Code. If this Contract is funded in whole or in part by an agency of the State of Texas, is for engineering, architectural, or construction services, and Vendors dispute, payment claim, breach of contract claim, mediation or negotiation request includes any immunity, right, or privilege of any an agency of the State of Texas, whether identified by law or the Funding Requirements, VENDOR further agrees that the dispute resolution process provided for in Texas Government Code, Chapter 2260, Subchapter B, which is hereby incorporated by reference, is a condition precedent to VENDOR filing suit pursuant to Chapter 114, Texas Civil Practices and Remedies Code, or initiating a contested case hearing pursuant to Texas Government Code, Chapter 2260, Subchapter C.

Domestic Preference in Procurement – State and Federal Requirement:

- a. As appropriate and to the extent consistent with law, COUNTY and its VENDORS should, to the greatest extent practicable, 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).

b. For purposes of section (b) above:

- i. “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.
- ii. “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.

Drug-Free Workplace. VENDOR represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free workplace.

Electrical Items. All electrical items supplied or used in connection with the Work, if any, must meet all applicable Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15) (“OSHA”) standards and regulations, and bear the appropriate listing from Underwriters Laboratory (“UL”), Factory Mutual Resource Corporation (“FMRC”), or the National Electrical Manufacturers Association (“NEMA”).

Energy Company Boycotts. VENDOR represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies, or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, VENDOR shall promptly notify COUNTY.

Entities that Boycott Israel. VENDOR represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott Israel, or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, VENDOR shall promptly notify COUNTY.

E-Verify Program. By entering into this Contract, VENDOR certifies and affirms that it utilizes, and will continue to utilize for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the employment eligibility of:

- a. All persons employed to perform duties within the State of Texas, during the term of this Contract; and,
- b. All persons (including Subcontractor) assigned by the VENDOR to perform work under this Contract, within the United States of America.

Upon request, VENDOR shall immediately provide an electronic or hard copy of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for

attachment to the Form I-9 for the three most recent hires (of VENDORS, Subcontractor, or Engineers) that meet the criteria above, as proof that this clause is being followed.

Excess Obligations Prohibited – Contract Subject to Availability of Funds. This Contract is subject to termination or cancellation, without penalty to COUNTY, either in whole or in part, subject to the availability of funds. COUNTY shall make best effort attempts to obtain and appropriate funds necessary for the administration of this Contract.

Excluded Parties. VENDOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

False Statements. VENDOR certifies that all statements and information prepared and submitted in connection with this Contract, including Vendor’s proposal, bid, or other proposal to COUNTY, are current, complete, true, and accurate. If VENDOR signs this Contract with a false statement or it is subsequently determined that VENDOR has violated any of the representations, warranties, guarantees, certifications, or affirmations, VENDOR will be in default under the Contract, and COUNTY may terminate or void the Contract with no penalty to COUNTY.

Federal Occupational Safety and Health Law. VENDOR represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Financial Participation Prohibited Affirmation. Under Section 2155.004 (b) of the Texas Government Code, VENDOR certifies that the individual or business entity named in this Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

Firearm Entities and Trade Associations Discrimination. VENDOR verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision chance during the course of the Contract, VENDOR shall promptly notify COUNTY.

Force Majeure. The PARTIES shall not be held responsible or liable for any failure or delay in the performance of obligations hereunder if such failure or delay is caused directly or indirectly from forces beyond its control, such as strikes, accidents, acts of war or terrorism, civil or military disturbances, nuclear catastrophes, Acts of God, or pandemics, so long as the event was unforeseeable and the PARTIES are utilizing reasonable care and due diligence in the performance of their duties under this Contract and the PARTIES practices are consistent with acceptable practices in their industries. A party wishing to invoke this provision must immediately notify the other party of the force majeure event and shall remain in regular communication thereafter. If the party cannot resume performance within sixty (60) days of a force majeure event, either party may elect to terminate this Contract.

Foreign Terrorist Organizations. VENDOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Aransas County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies the COUNTY.

Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the VENDOR certifies that the individual or business entity named in this Contract is not ineligible to receive the Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Identity Theft Prevention. When appropriate, VENDOR, for itself, successors, assigns, and Subcontractor agree to familiarize themselves with 16 C.F.R. § 681, Identity Theft Rules and other relevant law. VENDOR agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.

Immigration. VENDOR represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments.

Indemnification. VENDOR shall defend, indemnify and hold harmless county, and/or its officers, agents, employees, representatives, Vendors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Vendor or its agents, employees, Subcontractor, order fulfillers, or suppliers of Subcontractor in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by VENDOR with the Aransas County Attorney’s Office when county is named as a defendant in any lawsuit and Vendor may not agree to any settlement without first obtaining a written concurrence from the Aransas County Attorney’s Office. COUNTY and VENDOR agree to furnish timely written notice to each other of any such claim.

This paragraph is not intended to and shall not be construed to require VENDOR to indemnify or hold harmless county for any claims or liabilities resulting from the negligent acts or omissions of COUNTY or its employees.

For the avoidance of doubt, COUNTY shall not indemnify VENDOR or any other entity under the contract.

Independent VENDOR Status. VENDOR acknowledges and agrees that it is furnishing products and/or services in the capacity of an independent VENDOR and that VENDOR and its employees shall not be considered to be employees of the COUNTY for any purpose.

Insurance. Any individual, company, association, or other entity conducting business with Aransas County, whether for goods and/or services, must maintain lawful workers' compensation or self-insured employee coverage requirements and other adequate insurance.

- a. *Insurance Required.* VENDOR, at its own expense, shall purchase and maintain, at a minimum, insurance with coverage limits at the stipulated amounts. Insurance policies must be with a company or companies duly licensed to do business in the State of Texas, which possess a current A.M. Best, Inc. Rating of "A-" or better.
- b. *Deductibles and/or Self-Insured Retention.* The policies may provide coverage, which contain deductible or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Aransas County under such policies. VENDOR shall be solely responsible for all deductibles and/or self-insured retention.
- c. *Insurance Certificates Required.* Within ten (10) days following the contract, VENDOR must submit insurance certificates that prove coverage has been obtained that meets or exceeds the limits required by the County.
- d. *Insurance Effective During Entire Contract Term.* All insurance required herein shall be maintained in full force and effect throughout the term of any contract with the County, including any contract extensions.
- e. *Commercial General Liability.* VENDOR shall maintain Commercial General Liability insurance in such an amount to cover all claims against VENDOR, as well as any foreseeable costs that COUNTY might incur, which in no event shall be less than the overall projected cost of Design and Develop a Government Website. VENDOR shall name COUNTY as an additional insured on its commercial general liability insurance policies that provide coverage for this Project.
- f. *Automobile Liability Insurance.* VENDOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than a combined single limit of one-million dollars (\$1,000,000.00) each occurrence with respect to the Vendors automobiles, whether owned, hired, or otherwise non-owned vehicles assigned to or used to perform the Work, is acceptable.
- g. *General Liability.* VENDOR shall maintain General Liability Insurance with a limit not less than one-million dollars (\$1,000,000.00) covering all individuals performing services under the contract.
- h. *Workers' Compensation or Self-Insured Employee Coverage.* Workers' compensation insurance or an acceptable alternative allowed under State law must be maintained at all

times. See the Texas Workers Compensation Act, Title 5; Subtitle A, Texas Labor Code, for additional information on Texas' requirements.

- i. *Required Insurance Terms.* VENDOR certifies that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:
  - i. Except Workers' Compensation and Professional Liability, name Aransas County, including its officers, employees, and elected officials, as an additional insured party as to all applicable coverage;
  - ii. Provide for thirty (30) days' notice to the County prior to cancellation, non-renewal, or material change in coverage;
  - iii. Provide for endorsement that the "other insurance" clause shall not apply to Aransas County where County is the additional insured on the policy;
  - iv. Provide for notice to Aransas County of any changes to the policy; and,
  - v. Waive subrogation against Aransas County, its officers, and employees for injuries, including death, property damage, or any other loss.
- j. *Delayed Payments and Non-Compliance.* Failure to comply with lawful requirements or to obtain and maintain adequate liability coverage may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two (2) years from the termination of a contract, or cancellation of the contract, or both. (Aransas County Commissioners Court Order 2003-1792, December 02, 2003).
- k. *Additional Policy Endorsements.* The County shall be entitled, upon request and without expense, to receive certified copies of each and all insurance policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions. (Except where Policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such Policies). Upon such request by the County, the VENDOR shall exercise reasonable efforts to accomplish such changes in Policy coverage, and shall pay the cost thereof.

Legal and Regulatory Actions. VENDOR represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against VENDOR or any of the individuals or entities it will subcontract with to perform its duties under this Contract within the five (5) calendar years immediately preceding its submission of a bid, proposal, quote, or other document to the COUNTY that would or could impair Vendors performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of VENDOR. If VENDOR is unable to make the preceding representation and warranty, then prior to the execution of this Contract, VENDOR shall provide a detailed explanation to COUNTY, including a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc.,

that would or could impair Vendors performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of VENDOR. In addition, VENDOR represents and warrants that it shall notify COUNTY in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update COUNTY shall constitute a breach of Contract and may result in immediate termination of the Contract.

VENDOR represents and warrants that it nor any of the individuals or entities with which it will subcontract to perform its duties under this Contract has not instigated court or governmental agency actions, proceedings or investigations, etc., pending or threatened against COUNTY that would or could impair Vendors performance under the Contract. If VENDOR is unable to make the preceding representation and warranty, then prior to the execution of this Contract, VENDOR shall provide a detailed explanation to COUNTY. In addition, VENDOR represents and warrants that it shall notify COUNTY in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update COUNTY shall constitute a breach of Contract and may result in immediate termination of the Contract.

Limitation of Authority. The PARTIES agree that this Contract shall not have the effect of delegating any of COUNTY'S authority to VENDOR except as expressly provided for herein. VENDOR shall not incur any debt, obligation, expense, or liability of any kind on behalf of COUNTY.

Media Releases and Use of the State of Texas' or COUNTY'S Name, Logo, or Other Likeness. The PARTIES agree that neither has the right to use the logo or name of the other Party unless written permission is granted. COUNTY does not endorse any VENDOR, commodity, or service. The PARTIES expressly agree that VENDOR is not authorized to make or participate in any media releases or public announcements, including the use of social media, pertaining to this Contract without prior written consent that includes the scope of the permission granted. VENDOR shall not use the State of Texas', any federal or state agencies, or County's name, logo, or other likeness in any press release, marketing material, or other announcement without COUNTY'S prior written permission.

No Conflicts of Interest. VENDOR represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

No Felony Criminal Convictions. VENDOR represents that neither VENDOR nor any of its employees, agents, or representatives, including any Subcontractor and employees, agents, or representative of such Subcontractor, have been convicted of a felony criminal offense or that if such a conviction has occurred VENDOR has fully advised COUNTY in writing of the facts and circumstances surrounding the convictions. VENDOR shall notify COUNTY in writing within five (5) days if VENDOR or any of its employees, agents, or representatives, including any Subcontractor and employees, agents, or representative of such Subcontractor, is charged or indicted on felony criminal charges during the performance of this Contract.

No Third-Party Beneficiaries. Subject to the entities identified in the Intended Use Paragraph above, this Contract is made solely and specifically among and for the benefit of the COUNTY and the VENDOR and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Contract as a third-party beneficiary.

No Waiver of Remedies. In the event the contract is terminated due to non-performance and/or at Vendors request, COUNTY reserves the right to pursue all remedies available under the law, including its right to act on the performance bond and/or to seek monetary restitution. In the event that a civil suit is filed to enforce this provision, Aransas County will seek reimbursement for all costs and expenses, including its attorney's fees and cost of suit, from VENDOR.

Notices. Any notice, demand or other document which either Party is required or may desire to give or deliver to or make upon the other party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the PARTIES at their respective addresses set forth below. Each party hereto may designate a different address for itself by notice similarly given.

If to the **COUNTY**:

Aransas County Courthouse  
C/O County Judge Ray A. Garza  
2740 HWY 35 N, Unit A  
Rockport, TX 78382

If to the **VENDOR**:

Name of Representative \_\_\_\_\_  
Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

Permits, Licenses, and Certifications. VENDOR represents and warrants that it has determined what permits, licenses, and certifications are required under this Contract and that it has acquired, and will maintain, at its sole cost, all required permits, licenses, and certifications, if any.

Prevailing Wage Rates. The COUNTY is a political subdivision of the state, and the Aransas County Commissioners Court is a public body within the meaning of Chapter 2258 of the Texas Government Code. The requirements of Chapter 2258 of the Texas Government Code apply to all contracts for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. In accordance with §2258.021, VENDOR certifies that all workers employed on a public work, including those workers employed by a Vendor or subcontractor, shall be paid: (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In signing this Contract, VENDOR certifies that it has

reviewed the requirements of Chapter 2258 of the Texas Government Code, including those for the enforcement of its terms and the civil and criminal penalties for non-compliance. VENDOR further acknowledges and agrees that, in accordance with §2258.024, VENDOR and any and all Subcontractor shall keep a record showing (1) the name and occupation of each worker employed by the Vendor or subcontractor in the construction of the public work; and (2) the actual per diem wages paid to each worker and further, that such records shall be open at all reasonable hours to inspection by the officers and agents of COUNTY without additional cost to COUNTY if production and copying of the same are requested.

Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the VENDOR certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Procurement of Recovered Materials Clause – State and Federal Requirement. If goods are being provided under this Contract, the COUNTY and the VENDOR shall comply with section 6002 of the Solid Waste Disposal Act which includes procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable. The provision shall apply to 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 PARTIES shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired in the following manner:

- a. Competitively within a timeframe allowing compliance with the Contract’s performance schedule; or,
- b. In a way that meets the Contract’s performance requirements; or,
- c. At a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

Public Information Act. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

- a. VENDOR understands that COUNTY will comply with the Texas Public Information Act as interpreted by judicial rulings and the orders and opinions of the Attorney General of the State of Texas.
- b. VENDOR expressly agrees to:

- i. Preserve all contracting information related to the Contract as provided in the records retention requirements applicable to the COUNTY for the duration of the Contract;
  - ii. Promptly provide to the COUNTY any contracting information related to the Contract that is in the custody or possession of the VENDOR on request of the COUNTY at no additional cost to COUNTY; and
  - iii. On termination or expiration of the Contract, provide at no cost to the COUNTY all contracting information related to the CONTRACT that is in the custody or possession of the VENDOR and preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the COUNTY.
- c. VENDOR further acknowledges that, if any funding for this Contract is based in part on funds from a state agency, information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapters 552 and 2252 of the Texas Government Code. In accordance with Section 2252.907 of the Texas Government Code, VENDOR shall make any information created or exchanged with the COUNTY pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the COUNTY or the state agency. Upon request by COUNTY or the state agency, VENDOR shall timely certify in writing its compliance with Chapters 552 and 2252 of the Texas Government Code.
- d. VENDOR acknowledges and agrees that failure to comply with these records requirements may result in termination of this Contract.

Records Retention. VENDOR shall maintain and retain all records relating to this Contract, including supporting financial documents adequate to ensure that claims for Contract funds are in accordance with applicable Texas law. These records shall be maintained and retained by VENDOR for a period of at least seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Regular Production of Contract Information and Reports Required. In addition to any of the terms identified in the Contract Documents, VENDOR shall regularly produce to COUNTY all contracting information, public information, and media, all as defined by Chapter 552, Texas Government Code, as well as all documents, drafts, designs, specifications, subcontractor contracts, bonds, insurance policies, and written communication to which a COUNTY official or employee is not a recipient, every thirty (30) days. Upon the request of COUNTY, VENDOR shall furnish periodic written or oral reports pertaining to the Work and/or present such periodic reports to the Aransas County Commissioners Court at a regular or special-called meeting. In no circumstances shall VENDOR present any such information to the Aransas County Commissioners Court in a closed or executive session of a regular or special-called meeting unless such presentation is allowed by law.

Severability. If any provision of the Contract is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Contract. The illegal or invalid provision will be deemed severed and stricken from the Contract as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.

Signature Authority. VENDOR represents and warrants that the individual signing this Contract is authorized to sign on behalf of VENDOR and to bind VENDOR.

Sovereign Immunity. The PARTIES expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or liability that the COUNTY or the State of Texas may have by operation of law.

Subcontractor. VENDOR may not subcontract any or all of the Work and/or obligations due under this Contract without the prior written consent of the COUNTY, which shall not be unreasonably withheld but may be subject to the approval of a federal or state agency. COUNTY shall not be responsible to VENDOR for any delays in approval if COUNTY has, in good faith and in a timely manner, submitted subcontractor approval to any federal or state agency. VENDOR shall not contract with a proposed person or entity if disallowed by law or with whom COUNTY has made a reasonable and timely objection.

The PARTIES agree that the term “subcontract” includes the main contract between VENDOR and subcontractor, as well as any amendments, change orders, and change directives to that main contract. Subcontracts entered into by the VENDOR shall be in writing and require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the requirements of the VENDORS Contract with COUNTY, including the Contract Documents and the Funding Requirements. Each subcontract shall identify all descriptions of work to be performed by the subcontractor and the total expected and actual payment to be paid by VENDOR to subcontractor, including payment structure and whether payment will be unit-based or in lump sum.

In addition, VENDOR represents and warrants that it shall produce to COUNTY within five (5) business days of the execution a copy of the subcontract or any amendments thereto and agrees that the failure to timely provide such to COUNTY shall constitute a breach of Contract and may result in immediate termination of the Contract.

Suspension or Debarment. VENDOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Survival. Expiration or termination of this Contract for any reason, or no reason at all, does not release VENDOR from any liability or obligation set forth in the Contract that is expressly stated to survive any such experience or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of

the Contract, including without limitation, the provisions regarding warranties, indemnification, confidentiality, and rights and remedies upon termination.

Taxes. Purchases made for the COUNTY, if any, are exempt from state and federal tax. The COUNTY can furnish a Tax Exemption Certificate upon request. VENDOR represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, state, or local income, sales, or excise tax of VENDOR to its employees. COUNTY shall not be liable for any taxes resulting from this Contract.

Termination & Suspension of the Contract.

- a. *Termination for Cause.* If VENDOR materially defaults in its obligations under this Contract and fails to cure the same within fifteen (15) days of notice of the default from COUNTY, COUNTY shall have the right to (i) immediately terminate this Contract by delivering written notice to VENDOR, and (ii) pursue any and all remedies available in law, in equity, under this Contract. VENDOR understands and acknowledges that it is liable for its actions or inaction that leads to any material breaches of this Contract and any related agreements.
- b. *Termination for Convenience by COUNTY.* COUNTY may unilaterally terminate this Contract for convenience on thirty (30) days' written notice. Subject to the approval of the Aransas County Commissioners Court, as provided at a properly noticed meeting, County will pay VENDOR for Work completed prior to termination or from the date any stop-work order is issued to VENDOR, whichever is earlier.
- c. *Stop-Work Orders.* COUNTY may issue a stop-work order to VENDOR, the purpose of which is to temporarily suspend the work or performance required under the Contract. In no event shall a stop-work order have the effect of terminating the Contract. COUNTY will make a good faith effort to identify the reason a stop-work order is necessary and appropriate, describe the work to be suspended, the length of the suspension, and provide guidance to VENDOR on actions to be taken regarding any further orders for materials, services, or subcontracts. VENDOR shall immediately comply with any stop-work order and make a good faith effort to minimize its costs during the identified period.

The Texas Tort Claims Act. By entering into this Contract, COUNTY, and its "employees," as defined by the Governmental Tort Claims Act, Title 5 of the Texas Civil Practice & Remedies Code, §101.001 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Texas Tort Claims Act, including any limitations of liability.

Unfair Business Practices. VENDOR represents and warrants that it has not been the subject of allegations of violating the Deceptive Trade Practices Act found in Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice or court suit and that VENDOR has not been found to be liable for such practices in such proceeding. VENDOR certifies that it has no officers who have served as officers of other entities, which have been the subject of allegations of the Deceptive Trade Practices violations or allegations of any unfair business

practices in an administrative hearing, or court suit and that such officers have not been found to be liable for such practices in such proceedings.

Use of County Property. VENDOR is prohibited from using COUNTY Property for any purpose other than performing the Work. "COUNTY Property" includes, but is not limited to, office space, identification badges, keys, IT equipment and networks, electronic devices, software, VPN, or other resource of the COUNTY. VENDOR may not use any computing device to access the COUNTY'S network or email while outside of the United States. VENDOR shall not perform any maintenance services on COUNTY Property unless this Contract expressly authorizes such services. During the time that COUNTY Property is in Vendor's possession, VENDOR shall be responsible for:

- a. all repair or replacement costs association with loss of property or damage beyond normal wear and tear; and,
- b. all charges attributable to Vendor's use of COUNTY Property that exceeds the scope of the Contract. VENDOR shall fully reimburse the COUNTY for any such charges within ten (10) days of Vendors receipt of COUNTY'S notice of amount due. Use of COUNTY Property for purposes not authorized by Contract shall constitute a breach of this Contract and may result in termination of the Contract and the COUNTY'S pursuit of other remedies available under the law.

### **SUPPLEMENTAL BID DOCUMENTS**

- ☐ Proposal Coversheet
- ☐ Bid Proposal
- ☐ Conflicts of Interest Questionnaire
- ☐ Certification Regarding Lobbying Activities Non-Collusion Affidavit
- ☐ Disclosure of Lobbying
- ☐ Proposal Form
- ☐ Taxpayer Identification W-9 Form
- ☐ SAM.gov
- ☐ Good Faith Efforts
- ☐ Form 1295
- ☐ MBE/WBE Participation Report
- ☐ Letters of Assurance "A" **or** "B"
- ☐ MBE/WBE Identification
- ☐ Insert Current Insurance Policy

## SAMPLE CONTRACT

FOR ----- PROJECT BETWEEN \_\_\_\_\_ ARANSAS COUNTY, TEXAS AND --  
-----.

**THIS CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the **County of Aransas, State of Texas**, with a business address of 2740 HWY 35 N, Unit A, Rockport, Texas, 78382, hereinafter called “**COUNTY**,” and \_\_\_\_\_, a \_\_\_\_\_ For Profit Corporation with a business address of \_\_\_\_\_, hereinafter called “**VENDOR**,” with both sometimes referred to collectively herein as the “**PARTIES**.”

### WITNESSETH:

**WHEREAS**, COUNTY distributed a Request for Proposals (RFP) for \_\_\_\_\_ (attached hereto as “Exhibit B”); and,

**WHEREAS**, VENDOR submitted its proposal for \_\_\_\_\_ on \_\_\_\_\_ (attached hereto as “Exhibit C”); and,

**WHEREAS**, VENDOR intends and desires to contract with the COUNTY to provide its services to the COUNTY; and,

**WHEREAS**, COUNTY deems this Contract and the services to be performed hereunder to be unique as a professional services contract and desires to engage VENDOR to provide the goods and/or services described hereunder; and,

**WHEREAS**, the Parties understand that requirements set forth in the Tex. Gov’t Code §2254.001 et seq., the Professional Services Procurement Act, may apply to this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Engagement of VENDOR. The COUNTY hereby engages VENDOR for VENDOR to Design and Develop a Government Website for the benefit of COUNTY. VENDOR accepts such engagement pursuant to the terms and conditions set forth herein. The purpose of this contract is for VENDOR to serve as a VENDOR to the COUNTY and to advocate for COUNTY. VENDOR shall use its good faith and best efforts to fulfill the following work, goals, and priorities.

### Project Scope.

Term. This Contract shall be effective immediately upon the signing of this Contract and VENDORS receipt of the Official Notice to Proceed from the Aransas County Judge and continuing through \_\_\_\_\_ 30, 20\_\_\_\_ (“Initial Term”). Subject to the approval of the Aransas County Commissioners Court and based on the terms, conditions, and pricing set forth herein, the COUNTY may renew the Initial Term of this Contract for up to Four (4) successive, one (1) year

terms thereafter (each a “Renewal Term”) each term, whether the Initial Term or a Renewal Term, shall only be for a term of one (1) year or until Design and Develop a Government Website is completed and administratively closed, whichever occurs first. The COUNTY shall notify VENDOR of its intent to renew this contract for a Renewal Term in writing by mail, by email or both.

Compensation. In consideration of the \_\_\_\_\_ services to be provided by the VENDOR, the COUNTY agrees to pay the VENDOR the sum of \$\_\_\_\_\_ and \$\_\_\_\_\_. VENDOR will \_\_\_\_\_ at \_\_\_\_\_ additional charge to COUNTY.

- a. *Payment Schedule.* Payments shall be made in accordance with the Payment Schedule. If the Total Payments under this Agreement exceed Four-Hundred Thousand Dollars (\$400,000.00) but are less than ten-Million Dollars (\$10,000,000.00), ten Percent (10%) of the compensation shall be withheld as retainage until project completion and submittal of all proper documentations, including releases from Subcontractor and suppliers.

Payment Schedule.

The Contract Documents. This Contract, along with the documents listed here, together constitute the “Contract Documents” and must be reviewed collectively. In the event that there is a conflict in provisions between documents, the documents shall be considered by priority in the same order as they appear on this list:

1. This Contract
2. Any Addenda – Attached as Exhibit A
3. Request for Proposals– Attached as Exhibit B
4. Vendors Proposal – Attached as Exhibit C

Default. If the COUNTY shall default under the terms hereof, or shall become insolvent or bankrupt, the VENDOR at its option, may terminate this Contract without notice and take possession of its equipment and seek such other remedies, as are available to the VENDOR hereunder by the law. The COUNTY agrees to reimburse the VENDOR for all costs incurred in enforcing this Contract, including reasonable attorney’s fees and court costs. If the VENDOR shall default under the terms hereof, or shall become insolvent or bankrupt, then the COUNTY at its option, may terminate this Contract without notice, and take possession of its equipment and seek such other remedies as are available to the COUNTY hereunder or by law. The VENDOR agrees to reimburse the COUNTY for all costs incurred in enforcing this Contract, including reasonable attorney’s fees and court costs.

Payment Terms. All payments shall comply with the Texas Prompt Payment Act. However, County reserves all rights and remedies afforded to it under the law, including the right to withhold payment if deemed to be in the best interests of Aransas County. Circumstances where it may be necessary to withhold payment include, but are not limited to, invoice errors, undocumented and/or unsupported costs, remediating overpayments to the vendor, defective or non-conforming work not remedied, claims filed, unacceptable Vendor performance, or failure of Vendor to make timely

payments to its Subcontractor. County will make every effort to notify vendor of an error or disputed amount in an invoice within twenty-one (21) days. Unless otherwise specified by Aransas County Commissioners Court, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.

### **GENERAL AFFIRMATIONS**

The following General Affirmations are integral to the overall agreement between the PARTIES. In any place where these General Affirmations modify, change, delete from, or add to the Contract Documents entered into by COUNTY and VENDOR, the stricter provision shall control.

Amendments and Integration. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Contract. There are no other agreements, representations, or warranties, whether oral or written, regarding the subject matter of this Contract. Any amendment to this Contract shall be attached to this Contract and integrated for all purposes, and all the terms herein that are not specifically addressed in the amendment shall remain in full force and effect.

Antitrust Affirmation. The VENDOR represents and warrants that, in accordance with §2155.005 of the Texas Government Code, neither VENDOR nor any associated company or anyone acting on behalf of VENDOR has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code or federal antitrust laws, or (2) communicated directly or indirectly, the VENDOR's proposal to any request for proposals, qualifications, or bids, or the like, to any competitor or any other person engaged in the same line of business as VENDOR.

Assignment. VENDOR shall not assign this Contract, or assign, transfer, or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Contract without the prior written consent of the COUNTY, and any attempted or purported assignment, transfer, or delegation thereof without such written consent shall be null and void.

#### Auditing Authority.

State Auditor's Right to Audit. The Parties acknowledge and agree that the State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties further agree that this Contract may be amended unilaterally in compliance with any rules and procedures of the State Auditor in the implementation and enforcement of

Section 2262.125 of the Texas Government Code, and if so amended, such amendment shall not create a cause of action for breach of contract under the terms of this Contract. In the event that VENDOR contracts with Subcontractor to perform Work on Design and Develop a Government Website, VENDOR shall ensure that this paragraph concerning the State Auditor's authority to audit funds received indirectly by Subcontractor through the contract and the requirement to cooperate is included in any subcontract it awards.

County Auditor's Right to Audit. The Parties acknowledge and agree that the acceptance of funds directly under the Contract or indirectly through a subcontract act as acceptance of the authority of the County Auditor, under the direction of the Aransas County District Judges, to conduct an audit or investigation in connection with those funds. In the event that VENDOR contracts with Subcontractor to perform Work on Design and Develop a Government Website, VENDOR shall ensure that this paragraph concerning the County Auditor's authority to audit funds received indirectly by Subcontractor through the contract and the requirement to cooperate is included in any subcontract it awards.

Binding Effect. This Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, VENDOR agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced out of state.

Build America, Buy American Act. In accordance with 2 C.F.R. 200, Title 2, Subtitle A, Chapter I, Part 184 – Buy America Preferences for Infrastructure Projects, VENDOR agrees that during the performance of a contract for services, it shall purchase products and materials produced in the United States of America when such products and materials are available at a price and time comparable to products and materials produced out of the Country.

Child Support Obligation Affirmation and Certification of Compliance with the Texas Family Code. Under Section 231.006 of the Texas Family Code, the VENDOR certifies that the individual or business entity names in this Contract is not ineligible to receive specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If VENDOR certifies that there is no child support delinquency, but it is later determined that there is delinquency, COUNTY may terminate this Contract and withhold payment.

Commitment of Current Revenue Only. The COUNTY, by entering into this Contract, is only committing to spending current funds, as defined in Section 271.043 of the Local Government Code.

Compliance with Federal Laws and Regulations. This Agreement may be funded in whole or in part with federal funds. The Parties understand and agree that the following shall apply to this Contract and VENDOR agrees to require compliance with these provisions in any subcontract:

- c. Clean Air Act.
- d. Federal Water Pollution Control Act.
- e. Solid Waste Disposal Act/Procurement of Recovered Materials under 2 C.F.R. 200, et seq.
- f. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended).
- g. Conflicts of Interest provisions in 24 C.F.R. 570.489(g).
- h. Uniform Grant Management Standards (UGMS) of the Texas Comptroller of Public Accounts
- i. Section 504 of the Rehabilitation Act of 1973.
- j. Age Discrimination Act of 1975.
- k. Energy Efficiency under 2 C.F.R. 200 Appendix II and 42 U.S.C §6201.
- l. Encourage contracting and/or contract with minority-owned businesses, women-owned businesses, and labor area surplus firms in the area pursuant to the requirements in 2 C.F.R. 200.321.

Contracting Authority. Subject to section 262.001, Texas Local Government Code, the parties acknowledge and agree that only the Aransas County Commissioners Court may approve any modifications or changes to this contract, any and all of which must be made in writing. Any modifications to this contract or the work or performance required between the VENDOR and an individual officer, employee, or project manager of the COUNTY shall be null and void and of no legal effect. In accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, all negotiations and modifications to this contract shall be presented in a properly noticed meeting and the parties may not negotiate or modify this contract in a closed or executive session of a regular or special-called meeting of the Aransas County Commissioners Court unless allowed by law.

COVID-19 Vaccine Passport Prohibition. VENDOR certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from VENDOR's business. VENDOR acknowledges that such a vaccine or recovery requirement would make VENDOR ineligible for a state-funded contract.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2274.0102, VENDOR certifies that neither it nor any parent company, nor any affiliate of VENDOR or a parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 or (2) headquartered in any of those countries.

Current and Former COUNTY Employees and Officials. It is the policy of Aransas County that an employee or elected or appointed official of Aransas County may not have a direct or indirect interest, including financial and other interests, or engage in a business transaction or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the employee's or officer's duties in the public interest, unless allowed by law. To implement this policy and to strengthen the faith and confidence of the people of Aransas County, the following standards of conduct and disclosure requirements, at a minimum, shall be observed prior to the execution and during the performance of this Contract, the failure of which shall

constitute a breach of Contract and may result in immediate termination of the Contract. VENDOR represents and warrants that none of its employees, agents, Subcontractor, or any other person authorized to provide services under the Contract are current or former employees of COUNTY during the Twelve (12) month period immediately prior to the date of the execution of the Contract or current or former elected or appointed officials of COUNTY during the Twenty-Four (24) month period immediately prior to the date of the execution of the Contract. If VENDOR cannot make such a representation, VENDOR certifies that it will disclose: (1) Name of former COUNTY employee or official; (2) Date of separation from COUNTY; (3) Position held with VENDOR; (4) Date of employment with VENDOR; and (5) in the case of Subcontractor, the subcontract, payment, and invoice information between VENDOR and subcontractor for this Contract.

Cybersecurity Training. VENDOR represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

Damage to Government Property. VENDOR shall be liable for all damage to government-owned, leased, or occupied property, and equipment caused by the VENDOR and its employees, agents, Subcontractor, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to this Contract. VENDOR shall notify COUNTY, in writing, within Twenty-Four (24) hours of any such damage. VENDOR is responsible for the removal of all debris resulting from the work performed unless this Contract specifically states otherwise.

Dealings with Public Servants Affirmation. VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the performance of this Contract.

Debts and Delinquencies Affirmation. VENDOR acknowledges and agrees that, in accordance with Section 2252.903, Texas Government Code, and to the extent VENDOR owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts VENDOR is otherwise owed under the Contract may be applied toward any debt VENDOR owes to the State of Texas until the debt is paid in full. These provisions are effective at any time VENDOR owes any such debt or delinquency.

Discounts. If during any time during the term of this Contract, VENDOR provides discounts to any client for any work or materials purchased by COUNTY, VENDOR shall notify COUNTY at least ten (10) days prior to the effective date of the discount. COUNTY will have the option to provide a revised purchase order or a change order to VENDOR that reflects the discounted cost.

Dispute Resolution Procedure: Default, and Breach. If a dispute arises between the PARTIES arising from or relating to this Contract, the following alternative dispute resolution procedure may be used prior to either Party filing suit or initiating any other legal proceeding concerning any matter relating to or arising from this Contract. If so selected and both PARTIES agree, the PARTIES will, in good faith, attempt to resolve the dispute without the necessity of litigation.

- a. *Default or Breach of Contract.* Under this section and without limiting any other terms

of this Contract, “default” or “breach of contract” generally occurs when either Party fails to keep, observe, or perform any material agreement, term, or provision of this Contract to be kept, observed, or performed by it and the defaulting party fails to cure the default for a period of thirty (30) days after written notice thereof by the other Party.

- b. *Performance During Dispute.* Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by COUNTY, the VENDOR shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending.
- c. *Initiating Dispute Resolution Process.* When a Party has defaulted or breached this Contract, either Party may initiate dispute resolution by delivering written notice of dispute to the other Party, providing a summary description of the dispute, the legal theory of recovery, and the relief sought.
- d. *Initial Meeting.* An initial meeting between the PARTIES shall be held within Twenty (20) business days to attempt to negotiate a resolution of the dispute.
- e. *Non-Binding Mediation.* If, within thirty (30) days after the initial meeting, the PARTIES have not reached a written agreement resolving the dispute, either Party may require that the dispute be submitted to non-binding mediation, to be held within the boundaries of Aransas County before a mutually acceptable mediator.
- f. *Notices and Counter Notices.* An initial notice of dispute may be amended or supplemented, and the other Party may deliver counter notices, prior to the conclusion of mediation.
- g. *Suit.* If the dispute is not resolved within one Hundred and Twenty (120) days after the initiating notice of dispute was delivered, either Party may proceed to file suit on the disputes stated in the notices or counter notices.
- h. *Termination for Cause at Conclusion of Dispute Resolution Process.* Upon conclusion of the dispute resolution process described in this Section, and in addition to any other remedies available to it on account of such event of default or breach, either party may terminate this Contract.
- i. *Remedies not Exclusive.* No right or remedy herein conferred upon or reserved to either of the PARTIES is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default or breach. The failure of either party to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent default or breach. Every right and remedy given by this Contract to the PARTIES may be exercised from time to time and as often as may be deemed expedient by the PARTIES.

- j. *Chapter 2260, Texas Government Code.* This Contract may be funded in whole or in part by an agency of the State of Texas and, therefore, subject to the alternative dispute resolution process of Chapter 2260, Texas Government Code. If so funded and provided VENDOR's dispute, payment claim, breach of contract claim, mediation or negotiation request includes any immunity, right, or privilege of any an agency of the State of Texas, whether identified by law or the Funding Requirements, the PARTIES acknowledge and agree that the alternative dispute resolution process provided for in Chapter 2260, Texas Government Code, must be used to attempt to resolve any dispute arising under the Contract, in accordance with Section 2260.004, Texas Government Code. If this Contract is funded in whole or in part by an agency of the State of Texas, is for engineering, architectural, or construction services, and VENDOR's dispute, payment claim, breach of contract claim, mediation or negotiation request includes any immunity, right, or privilege of any an agency of the State of Texas, whether identified by law or the Funding Requirements, VENDOR further agrees that the dispute resolution process provided for in Texas Government Code, Chapter 2260, Subchapter B, which is hereby incorporated by reference, is a condition precedent to VENDOR filing suit pursuant to Chapter 114, Texas Civil Practices and Remedies Code, or initiating a contested case hearing pursuant to Texas Government Code, Chapter 2260, Subchapter C.

Domestic Preference in Procurement – State and Federal Requirement:

- a. As appropriate and to the extent consistent with law, COUNTY and its Vendors should, to the greatest extent practicable, 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).
- b. For purposes of section (b) above:
- i. "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.
- ii. "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.

Drug-Free Workplace. VENDOR represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free workplace.

Electrical Items. All electrical items supplied or used in connection with the Work, if any, must meet all applicable Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15) ("OSHA") standards and regulations, and bear the appropriate listing from

Underwriters Laboratory (“UL”), Factory Mutual Resource Corporation (“FMRC”), or the National Electrical Manufacturers Association (“NEMA”).

Energy Company Boycotts. VENDOR represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies, or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, VENDOR shall promptly notify COUNTY.

Entities that Boycott Israel. VENDOR represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott Israel, or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, VENDOR shall promptly notify COUNTY.

E-Verify Program. By entering into this Contract, VENDOR certifies and affirms that it utilizes, and will continue to utilize for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the employment eligibility of:

- a. All persons employed to perform duties within the State of Texas, during the term of this Contract; and,
- b. All persons (including Subcontractor) assigned by the VENDOR to perform work under this Contract, within the United States of America.

Upon request, VENDOR shall immediately provide an electronic or hard copy of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires (of Vendors, Subcontractor, or Engineers) that meet the criteria above, as proof that this clause is being followed.

Excess Obligations Prohibited – Contract Subject to Availability of Funds. This Contract is subject to termination or cancellation, without penalty to COUNTY, either in whole or in part, subject to the availability of funds. COUNTY shall make best effort attempts to obtain and appropriate funds necessary for the administration of this Contract.

Excluded Parties. VENDOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

False Statements. VENDOR certifies that all statements and information prepared and submitted in connection with this Contract, including VENDOR’s proposal, bid, or other proposal to COUNTY, are current, complete, true, and accurate. If VENDOR signs this Contract with a false statement or it is subsequently determined that VENDOR has violated any of the representations, warranties, guarantees, certifications, or affirmations, VENDOR will be in default under the Contract, and COUNTY may terminate or void the Contract with no penalty to COUNTY.

Federal Occupational Safety and Health Law. VENDOR represents and warrants that all articles

and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Financial Participation Prohibited Affirmation. Under Section 2155.004 (b) of the Texas Government Code, VENDOR certifies that the individual or business entity named in this Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

Firearm Entities and Trade Associations Discrimination. VENDOR verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, VENDOR shall promptly notify COUNTY.

Force Majeure. The PARTIES shall not be held responsible or liable for any failure or delay in the performance of obligations hereunder if such failure or delay is caused directly or indirectly from forces beyond its control, such as strikes, accidents, acts of war or terrorism, civil or military disturbances, nuclear catastrophes, Acts of God, or pandemics, so long as the event was unforeseeable and the PARTIES are utilizing reasonable care and due diligence in the performance of their duties under this Contract and the PARTIES practices are consistent with acceptable practices in their industries. A party wishing to invoke this provision must immediately notify the other party of the force majeure event and shall remain in regular communication thereafter. If the party cannot resume performance within sixty (60) days of a force majeure event, either party may elect to terminate this Contract.

Foreign Terrorist Organizations. VENDOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Aransas County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies the COUNTY.

Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the VENDOR certifies that the individual or business entity named in this Contract is not ineligible to receive the Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Identity Theft Prevention. When appropriate, VENDOR, for itself, successors, assigns, and Subcontractor agree to familiarize themselves with 16 C.F.R. § 681, Identity Theft Rules and other relevant law. VENDOR agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.

Immigration. VENDOR represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments.

Indemnification, Generally. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE ARANSAS COUNTY ATTORNEY'S OFFICE WHEN COUNTY IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING A WRITTEN CONCURRENCE FROM THE ARANSAS COUNTY ATTORNEY'S OFFICE. COUNTY AND VENDOR AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COUNTY OR ITS EMPLOYEES.

FOR THE AVOIDANCE OF DOUBT, COUNTY SHALL NOT INDEMNIFY VENDOR OR ANY OTHER ENTITY UNDER THE CONTRACT.

Indemnification for Contracts for Engineering or Architectural Services. NOTWITHSTANDING ANY OTHER PROVISION OF LAW, SECTIONS 271.904(A)-(E) AND (G), LOCAL GOVERNMENT CODE, APPLY TO A CONTRACT FOR ARCHITECTURAL OR ENGINEERING SERVICES BETWEEN AN ARCHITECT OR ENGINEER SELECTED UNDER CHAPTER 2254, TEXAS GOVERNMENT CODE, AND COUNTY. SUBJECT TO THOSE PROVISIONS, VENDOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO VENDOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, VENDORS UNDER CONTRACT TO VENDOR, OR ANY OTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE

**EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE ARANSAS COUNTY ATTORNEY'S OFFICE WHEN COUNTY IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING A WRITTEN CONCURRENCE FROM THE ARANSAS COUNTY ATTORNEY'S OFFICE. COUNTY AND VENDOR AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COUNTY OR ITS EMPLOYEES.**

**FOR THE AVOIDANCE OF DOUBT, COUNTY SHALL NOT INDEMNIFY VENDOR OR ANY OTHER ENTITY UNDER THE CONTRACT.**

Independent Vendor Status. VENDOR acknowledges and agrees that it is furnishing products and/or services in the capacity of an independent VENDOR and that VENDOR and its employees shall not be considered to be employees of the COUNTY for any purpose.

Insurance. Any individual, company, association, or other entity conducting business with Aransas County, whether for goods and/or services, must maintain lawful workers' compensation or self-insured employee coverage requirements and other adequate insurance.

- a. *Insurance Required.* VENDOR, at its own expense, shall purchase and maintain, at a minimum, insurance with coverage limits at the stipulated amounts. Insurance policies must be with a company or companies duly licensed to do business in the State of Texas, which possess a current A.M. Best, Inc. Rating of "A" or better.
- b. *Deductibles and/or Self-Insured Retention.* The policies may provide coverage, which contain deductible or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Aransas County under such policies. VENDOR shall be solely responsible for all deductibles and/or self-insured retention.
- c. *Insurance Certificates Required.* Within ten (10) days following the contract, VENDOR must submit insurance certificates that prove coverage has been obtained that meets or exceeds the limits required by the County.
- d. *Insurance Effective During Entire Contract Term.* All insurance required herein shall be maintained in full force and effect throughout the term of any contract with the County, including any contract extensions.
- e. *Commercial General Liability.* VENDOR shall maintain Commercial General Liability insurance in such an amount to cover all claims against VENDOR, as well as any foreseeable costs that COUNTY might incur, which in no event shall be less than the

overall projected cost of Design and Develop a Government Website. VENDOR shall name COUNTY as an additional insured on its commercial general liability insurance policies that provide coverage for this Project.

- f. *Automobile Liability Insurance.* VENDOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than one-Million Dollars (\$1,000,000.00) each occurrence with respect to the VENDOR's automobiles, whether owned, hired, or otherwise non-owned vehicles assigned to or used to perform the Work, is acceptable.
- g. *Professional Liability.* VENDOR shall maintain Professional Liability Insurance with a limit not less than one-Million Dollars (\$1,000,000.00) covering all individuals performing professional services under the contract.
- h. *Workers' Compensation or Self-Insured Employee Coverage.* Workers' compensation insurance or an acceptable alternative allowed under State law must be maintained at all times. See the Texas Workers Compensation Act, Title 5; Subtitle A, Texas Labor Code, for additional information on Texas' requirements.
- i. *Required Insurance Terms.* VENDOR certifies that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:
  - i. Except Workers' Compensation and Professional Liability, name Aransas County, including its officers, employees, and elected officials, as an additional insured party as to all applicable coverage;
  - ii. Provide for thirty (30) days' notice to the County prior to cancellation, non-renewal, or material change in coverage;
  - iii. Provide for endorsement that the "other insurance" clause shall not apply to Aransas County where County is the additional insured on the policy;
  - iv. Provide for notice to Aransas County of any changes to the policy; and,
  - v. Waive subrogation against Aransas County, its officers, and employees for injuries, including death, property damage, or any other loss.
- j. *Delayed Payments and Non-Compliance.* Failure to comply with lawful requirements or to obtain and maintain adequate liability coverage may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two (2) years from the termination of a contract, or cancellation of the contract, or both. (Aransas County Commissioners Court Order 2003-1792, December 02, 2003).
- k. *Additional Policy Endorsements.* The County shall be entitled, upon request and without expense, to receive certified copies of each and all insurance policies and all

endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions. (Except where Policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such Policies). Upon such request by the County, the VENDOR shall exercise reasonable efforts to accomplish such changes in Policy coverage, and shall pay the cost thereof.

Legal and Regulatory Actions. VENDOR represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against VENDOR or any of the individuals or entities it will subcontract with to perform its duties under this Contract within the five (5) calendar years immediately preceding its submission of a bid, proposal, quote, or other document to the COUNTY that would or could impair VENDOR's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of VENDOR. If VENDOR is unable to make the preceding representation and warranty, then prior to the execution of this Contract, VENDOR shall provide a detailed explanation to COUNTY, including a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., that would or could impair VENDOR's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of VENDOR. In addition, VENDOR represents and warrants that it shall notify COUNTY in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update COUNTY shall constitute a breach of Contract and may result in immediate termination of the Contract.

VENDOR represents and warrants that it nor any of the individuals or entities with which it will subcontract to perform its duties under this Contract has not instigated court or governmental agency actions, proceedings or investigations, etc., pending or threatened against COUNTY that would or could impair VENDOR's performance under the Contract. If VENDOR is unable to make the preceding representation and warranty, then prior to the execution of this Contract, VENDOR shall provide a detailed explanation to COUNTY. In addition, VENDOR represents and warrants that it shall notify COUNTY in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update COUNTY shall constitute a breach of Contract and may result in immediate termination of the Contract.

Limitation of Authority. The PARTIES agree that this Contract shall not have the effect of delegating any of COUNTY'S authority to VENDOR except as expressly provided for herein. VENDOR shall not incur any debt, obligation, expense, or liability of any kind on behalf of COUNTY.

Media Releases and Use of the State of Texas' or COUNTY'S Name, Logo, or Other Likeness. The PARTIES agree that neither has the right to use the logo or name of the other Party unless written permission is granted.

COUNTY does not endorse any Vendor, commodity, or service. The PARTIES expressly agree that VENDOR is not authorized to make or participate in any media releases or public

announcements, including the use of social media, pertaining to this Contract without prior written consent that includes the scope of the permission granted. VENDOR shall not use the State of Texas', any federal or state agencies, or County's name, logo, or other likeness in any press release, marketing material, or other announcement without COUNTY'S prior written permission.

No Conflicts of Interest. VENDOR represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

No Felony Criminal Convictions. VENDOR represents that neither VENDOR nor any of its employees, agents, or representatives, including any Subcontractor and employees, agents, or representative of such Subcontractor, have been convicted of a felony criminal offense or that if such a conviction has occurred VENDOR has fully advised COUNTY in writing of the facts and circumstances surrounding the convictions. VENDOR shall notify COUNTY in writing within five (5) days if VENDOR or any of its employees, agents, or representatives, including any Subcontractor and employees, agents, or representative of such Subcontractor, is charged or indicted on felony criminal charges during the performance of this Contract.

No Third-Party Beneficiaries. Subject to the entities identified in the Intended Use Paragraph above, this Contract is made solely and specifically among and for the benefit of the COUNTY and the VENDOR and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Contract as a third-party beneficiary.

No Waiver of Remedies. In the event the contract is terminated due to non-performance and/or at VENDOR's request, COUNTY reserves the right to pursue all remedies available under the law, including its right to act on the performance bond and/or to seek monetary restitution. In the event that a civil suit is filed to enforce this provision, Aransas County will seek reimbursement for all costs and expenses, including its attorney's fees and cost of suit, from VENDOR.

Notices. Any notice, demand or other document which either Party is required or may desire to give or deliver to or make upon the other party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the PARTIES at their respective addresses set forth below. Each party hereto may designate a different address for itself by notice similarly given.

If to the **COUNTY**:

Aransas County  
C/O County Judge Ray A. Garza  
2740 HWY 35 N, Unit A  
Rockport, TX 78382

If to the **VENDOR**:

Name of Company  
C/O Name of Representative  
Street Address  
City, State, Zip

Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

Permits, Licenses, and Certifications. VENDOR represents and warrants that it has determined what permits, licenses, and certifications are required under this Contract and that it has acquired, and will maintain, at its sole cost, all required permits, licenses, and certifications, if any.

Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the VENDOR certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Procurement of Recovered Materials Clause – State and Federal Requirement. If goods are being provided under this Contract, the COUNTY and the VENDOR shall comply with section 6002 of the Solid Waste Disposal Act which includes procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable. The provision shall apply to 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 PARTIES shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired in the following manner:

- a. Competitively within a timeframe allowing compliance with the Contract’s performance schedule;
- b. In a way that meets the Contract’s performance requirements; or
- c. At a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website.

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

Public Information Act. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

- a. VENDOR understands that COUNTY will comply with the Texas Public Information Act as interpreted by judicial rulings and the orders and opinions of the Attorney General of the State of Texas.
- b. VENDOR expressly agrees to:
  - i. Preserve all contracting information related to the Contract as provided in the

records retention requirements applicable to the COUNTY for the duration of the Contract;

- ii. Promptly provide to the COUNTY any contracting information related to the Contract that is in the custody or possession of the VENDOR on request of the COUNTY at no additional cost to COUNTY; and
  - iii. On termination or expiration of the Contract, provide at no cost to the COUNTY all contracting information related to the CONTRACT that is in the custody or possession of the VENDOR and preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the COUNTY.
- c. VENDOR further acknowledges that, if any funding for this Contract is based in part on funds from a state agency, information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapters 552 and 2252 of the Texas Government Code. In accordance with Section 2252.907 of the Texas Government Code, VENDOR shall make any information created or exchanged with the COUNTY pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the COUNTY or the state agency. Upon request by COUNTY or the state agency, VENDOR shall timely certify in writing its compliance with Chapters 552 and 2252 of the Texas Government Code.
- d. VENDOR acknowledges and agrees that failure to comply with these records requirements may result in termination of this Contract.

Records Retention. VENDOR shall maintain and retain all records relating to this Contract, including supporting financial documents adequate to ensure that claims for Contract funds are in accordance with applicable Texas law. These records shall be maintained and retained by VENDOR for a period of at least seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Regular Production of Contract Information and Reports Required. In addition to any of the terms identified in the Contract Documents, VENDOR shall regularly produce to COUNTY all contracting information, public information, and media, all as defined by Chapter 552, Texas Government Code, as well as all documents, drafts, designs, specifications, subcontractor contracts, bonds, insurance policies, and written communication to which a COUNTY official or employee is not a recipient, every thirty (30) days. Upon the request of COUNTY, VENDOR shall furnish periodic written or oral reports pertaining to the Work and/or present such periodic reports to the Aransas County Commissioners Court at a regular or special-called meeting. In no circumstances shall VENDOR present any such information to the Aransas County Commissioners Court in a closed or executive session of a regular or special-called meeting unless such presentation is allowed by law.

Severability. If any provision of the Contract is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the

Contract. The illegal or invalid provision will be deemed severed and stricken from the Contract as if it had never been incorporated herein, but all other provisions shall remain in full force and effect.

Signature Authority. VENDOR represents and warrants that the individual signing this Contract is authorized to sign on behalf of VENDOR and to bind VENDOR.

Sovereign Immunity. The PARTIES expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or liability that the COUNTY or the State of Texas may have by operation of law.

Subcontractor. VENDOR may not subcontract any or all of the Work and/or obligations due under this Contract without the prior written consent of the COUNTY, which shall not be unreasonably withheld but may be subject to the approval of a federal or state agency. COUNTY shall not be responsible to VENDOR for any delays in approval if COUNTY has, in good faith and in a timely manner, submitted subcontractor approval to any federal or state agency. VENDOR shall not contract with a proposed person or entity if disallowed by law or with whom COUNTY has made a reasonable and timely objection.

The PARTIES agree that the term “subcontract” includes the main contract between VENDOR and subcontractor, as well as any amendments, change orders, and change directives to that main contract. Subcontracts entered into by the VENDOR shall be in writing and require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the requirements of the VENDOR’S Contract with COUNTY, including the Contract Documents and the Funding Requirements. Each subcontract shall identify all descriptions of work to be performed by the subcontractor and the total expected and actual payment to be paid by VENDOR to subcontractor, including payment structure and whether payment will be unit-based or in lump sum.

In addition, VENDOR represents and warrants that it shall produce to COUNTY within five (5) business days of the execution a copy of the subcontract or any amendments thereto and agrees that the failure to timely provide such to COUNTY shall constitute a breach of Contract and may result in immediate termination of the Contract.

Suspension or Debarment. VENDOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Survival. Expiration or termination of this Contract for any reason, or no reason at all, does not release VENDOR from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation, the provisions regarding warranties, indemnification, confidentiality, and rights and remedies upon termination.

Taxes. Purchases made for the COUNTY, if any, are exempt from state and federal tax. The COUNTY can furnish a Tax Exemption Certificate upon request. VENDOR represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, state, or local income, sales, or excise tax of VENDOR to its employees. COUNTY shall not be liable for any taxes resulting from this Contract.

Termination & Suspension of the Contract.

- a. *Termination for Cause.* If VENDOR materially defaults in its obligations under this Contract and fails to cure the same within fifteen (15) days of notice of the default from COUNTY, COUNTY shall have the right to (i) immediately terminate this Contract by delivering written notice to VENDOR, and (ii) pursue any and all remedies available in law, in equity, under this Contract. VENDOR understands and acknowledges that it is liable for its actions or inaction that leads to any material breaches of this Contract and any related agreements.
- b. *Termination for Convenience by COUNTY.* COUNTY may unilaterally terminate this Contract for convenience on thirty (30) days' written notice. Subject to the approval of the Aransas County Commissioners Court, as provided at a properly noticed meeting, County will pay VENDOR for Work completed prior to termination or from the date any stop-work order is issued to VENDOR, whichever is earlier.
- c. *Stop-Work Orders.* COUNTY or its attorneys may issue a stop-work order to VENDOR, the purpose of which is to temporarily suspend the work or performance required under the Contract. In no event shall a stop-work order have the effect of terminating the Contract. COUNTY will make a good faith effort to identify the reason a stop-work order is necessary and appropriate, describe the work to be suspended, the length of the suspension, and provide guidance to VENDOR on actions to be taken regarding any further orders for materials, services, or subcontracts. VENDOR shall immediately comply with any stop-work order and make a good faith effort to minimize its costs during the identified period.

The Texas Tort Claims Act. By entering into this Contract, COUNTY, and its "employees," as defined by the Governmental Tort Claims Act, Title 5 of the Texas Civil Practice & Remedies Code, §101.001 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Texas Tort Claims Act, including any limitations of liability.

Unfair Business Practices. VENDOR represents and warrants that it has not been the subject of allegations of violating the Deceptive Trade Practices Act found in Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice or court suit and that VENDOR has not been found to be liable for such practices in such proceeding. VENDOR certifies that it has no officers who have served as officers of other entities, which have been the subject of allegations of the Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing, or court suit and that such officers have not been found to be liable for such practices in such proceedings.

Use of County Property. VENDOR is prohibited from using COUNTY Property for any purpose other than performing the Work. "COUNTY Property" includes, but is not limited to, office space, identification badges, keys, IT equipment and networks, electronic devices, software, VPN, or other resource of the COUNTY. VENDOR may not use any computing device to access the COUNTY'S network or email while outside of the United States. VENDOR shall not perform any maintenance services on COUNTY Property unless this Contract expressly authorizes such services. During the time that COUNTY Property is in VENDOR's possession, VENDOR shall be responsible for:

- a. all repair or replacement costs association with loss of property or damage beyond normal wear and tear; and,
- b. all charges attributable to VENDOR's use of COUNTY Property that exceeds the scope of the Contract. VENDOR shall fully reimburse the COUNTY for any such charges within ten (10) days of VENDOR's receipt of COUNTY'S notice of amount due. Use of COUNTY Property for purposes not authorized by Contract shall constitute a breach of this Contract and may result in termination of the Contract and the COUNTY'S pursuit of other remedies available under the law.

**THIS PART INTENTIONALLY LEFT BLANK**

## **PART 2:**

### **PROPOSAL DOCUMENTS**

**To Be Completed and Returned to Aransas County in a  
SEALED ENVELOPE  
as described in the Instructions for Responding to the RFP**

## PROPOSAL COVERSHEET

### Website Design Services RFP #2025-1201

**COMPANY NAME:** (Please Print): \_\_\_\_\_

Principal Office Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Taxpayer Identification No. \_\_\_\_\_

### BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU HAVE COMPLETED THE FOLLOWING TASKS:

- ☐ 1. Carefully read the entire **Request for Competitive Sealed Proposals**.
- ☐ 2. Carefully review the **Instructions for Responding to a Request for Competitive Sealed Proposals**.
- ☐ 3. Complete the **Statement of Proposals** and attach additional pages needed to respond to all of the questions.
- ☐ 4. Complete **all required forms** and include **anything listed on the last page** of the packet.
- ☐ 5. Attach copies of any and all required **professional licenses** for your company and for key personnel, if applicable.
- ☐ 7. Include the required **Proof(s) of Insurance**.
- ☐ 8. Provide **any additional information and documentation requested** within the Request for Competitive Sealed Proposals
- ☐ 9. Submit ONE (1) Original and THREE (3) Copies of your Proposal, along with a digital copy, on a USB. **Make sure your Proposal is submitted PRIOR to the deadline.** Be sure to follow all directions in the *Instructions for Responding to this RFP*. Clearly mark the sealed envelope with the name of Design and Develop a Government Website and address it as instructed. **Electronic submissions are NOT accepted.**

**Late submissions WILL NOT be accepted** and will be placed in a file unopened. Failure to provide all requested documents may result in your Proposal being deemed non-responsive or disqualified.

**THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.**

## BID PROPOSAL

TO THE ARANSAS COUNTY COMMISSIONERS COURT:

The undersigned VENDOR, **WEBSITE DESIGN SERVICES**, and after having examined all of the Bid Documents, having conducted all inquiries and investigations it deems necessary and proper, hereby promises to furnish all labor, permits, materials, machinery, equipment, tools, supplies, and incidentals to perform all Work required for Design and Develop a Government Website in accordance with the same and to do so within the time indicated, and submits this binding Bid as follows:

**Base Bid:** The minimum package of goods and services recommended to achieve the County's goals will cost \_\_\_\_\_ and \_\_\_\_/100 (\$ \_\_\_\_\_.

***Describe and Price Alternate and/or Additional Recommendations, if any:***

Alternate No. 1:

Description: \_\_\_\_\_

Cost: \_\_\_\_\_ and \_\_\_\_/100 (\$ \_\_\_\_\_.

Alternate No. 2:

Description: \_\_\_\_\_

Cost: \_\_\_\_\_ and \_\_\_\_/100 (\$ \_\_\_\_\_.

Alternate No. 3:

Description: \_\_\_\_\_

Cost: \_\_\_\_\_ and \_\_\_\_/100 (\$ \_\_\_\_\_.

**Please Initial Each Statement to acknowledge that you have reviewed all of Design and Development of a Government Website requirements prior to submitting this Proposal:**

\_\_\_\_\_: All inspections and inquiries we found necessary have been conducted prior to the proposal with this Bid.

\_\_\_\_\_: I understand that the successful VENDOR will be working on a Project that is funded or may be funded, at least in part, with grant funds and the provisions of 2 C.F.R. 200 would apply.

**Addenda. The undersigned acknowledges receipt of the following addenda:**

Addenda No. 1 dated: \_\_\_\_\_ Received: \_\_\_\_\_

Addenda No. 2 dated: \_\_\_\_\_ Received: \_\_\_\_\_

The Undersigned, executing this Bid Form on behalf of the **VENDOR**, represents that he or she is submitting a binding offer to perform the Work, that he or she is authorized to bind the **VENDOR** to fully comply with the Invitation for Bids, and that **VENDOR** has received and thoroughly reviewed all of Design and Develop a Government Website information, including any addenda, and agrees to be bound by the terms therein.

**STOP: THIS DOCUMENT MUST BE SIGNED BEFORE A NOTARY.**

Vendor (Company Name)

Signature of Vendors Officer

Printed Name and Title

Email Address

## NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ ) §

) §

COUNTY OF \_\_\_\_\_ ) §

BEFORE ME, the undersigned notary, on this day personally appeared \_\_\_\_\_, known to me (or proved to me by providing \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes set forth therein.

Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

Notary Public

## CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <b>FORM CIQ</b>        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|
| <b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b><br>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).<br><br>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.<br><br>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.                                                                                                                                                                                                                                                                |  | <b>OFFICE USE ONLY</b> |
| <b>1 Name of vendor who has a business relationship with local governmental entity.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | Date Received          |
| <b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                        |
| <b>3 Name of local government officer about whom the information is being disclosed.</b><br><br><div style="text-align: center; border-top: 1px solid black; width: 60%; margin: 0 auto;">Name of Officer</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                        |
| <b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b><br><br><div style="margin-top: 20px;"><p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p><p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p><p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p><p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p></div> |  |                        |
| <b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                        |
| <b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                        |
| <b>7</b><br><br><div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%; border-top: 1px solid black; text-align: center;">Signature of vendor doing business with the governmental entity</div><div style="width: 35%; border-top: 1px solid black; text-align: center;">Date</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                        |

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## **CERTIFICATION REGARDING LOBBYING ACTIVITIES**

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements:**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, NAME 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Statement for Loan Guarantees and Loan Insurance:**

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, NAME 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SIGNATURE PAGE FOLLOWS**

As the duly authorized representative of the VENDOR, I hereby certify that the applicant will comply with the above applicable certification.

---

Vendor (Company Name)

---

Signature of Vendors Authorized Officer

---

Printed Name and Title of Vendors Authorized Officer

---

Date

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ ) §

) §

County of \_\_\_\_\_ ) §

I, \_\_\_\_\_, being first duly sworn, deposes and states that:

- (1) I am \_\_\_\_\_(NAME) of \_\_\_\_\_(VENDOR (Company Name)),  
the VENDOR that has submitted the attached proposal; and,
- (2) I am fully informed respecting the preparation and contents of the attached proposal and of all  
pertinent circumstances respecting such proposal; and,
- (3) such proposal is genuine and is not collusive or a sham;
- (4) Neither the said VENDOR nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed, directly or indirectly with another company, firm, or person to submit a  
collusive or sham proposal in connection with the contract for which the attached proposal has  
been submitted; or to refrain from participating in the proposal process in connection with such  
contract; or has in any manner, directly or indirectly, sought by agreement, collusion,  
communication, or conference with any other company, firm, or person to fix the price or prices  
in the attached proposal or of any other company; or to fix an overhead, profit, or cost element  
of the proposal pricing or the proposal pricing of any other company; or to secure through any  
collusion, conspiracy, connivance or unlawful agreement any advantage against Aransas  
County, Texas, or any person interested in the proposed Contract; and,
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by  
any collusion, conspiracy, connivance or unlawful agreement on the part of the VENDOR or  
any of its agents, representatives, owners, employees, or parties in interest, including this  
affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities or no lobbying activities pursuant to 31 U.S.C. 1352

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

## PROPOSAL FORM

### WEBSITE DESIGN SERVICES RFP #2025-1201

To the County Judge and Commissioners Court of Aransas County, Texas:

---

Name of Responding Company

hereinafter referred to as the “VENDOR,” organized and lawfully existing under the laws of the State of \_\_\_\_\_, hereby proposes and agrees to furnish the following materials, equipment, and/or tools, described in the Request for Proposals in accordance with all of the documents in the Proposal Packet, for the prices in the attached Pricing Schedule. The VENDOR acknowledges, understands, and certifies that:

The pricing listed in this proposal shall be full compensation to supply the equipment at each price, including any cost for delivery, and the VENDOR agrees to furnish the goods described in the Request for Proposals for the price in the attached Pricing Schedule; and,

The VENDOR has reviewed all of the information included in the Request for Proposals and Proposal Packet, including provisions relating to compliance with federal rules and regulations, and agrees to be bound by the County’s terms and conditions; and,

The County may choose to purchase all, some, or none of the items listed in the Pricing Schedule, and the VENDOR understands that the County reserves its right to reject any or all proposals received and its right to waive any informality or technicality in any proposal; and,

The VENDOR had an opportunity to ask questions prior to submitting this proposal and understands that the proposal is binding for at least sixty (60) days after submission; and,

The VENDOR accepts the terms and conditions described in the Request for Proposals; and,

The VENDOR hereby asserts that its representatives have carefully examined the Request for Proposals, had an opportunity ask questions and seek clarification, is familiar with all of the specifications for the goods sought; and,

VENDOR represents that it has examined the following Addenda: \_\_\_\_\_

VENDOR hereby affirms that his is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that VENDOR has not solicited or induced any firm or corporation to refrain from responding; and VENDOR has not sought to obtain for itself any advantage over any other VENDOR or over Owner; and,

The VENDOR hereby asserts that it will voluntarily comply with all practices and procedures required by any Texas or federal entity, including any entity funding Design and Develop a County

Government Website in whole or in part; and,

The individual reviewing and submitting this proposal on behalf of the VENDOR has the authority to submit binding proposals on behalf of the VENDOR; and,

The County may reach the VENDOR by using the following contact information:

Vendors Principal Business Address:

|                |       |       |          |
|----------------|-------|-------|----------|
| _____          | _____ | _____ | _____    |
| Street Address | City  | State | Zip Code |

Vendors Primary Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email address: \_\_\_\_\_

Please list five (5) Examples of Active Webpages Created by VENDOR as Requested on Page 14:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## CERTIFICATE OF INTERESTED PARTIES – FORM 1295

### DISCLOSURE OF INTERESTED PARTY FORM

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), except for limited exceptions (1), the County may not award a contract to a VENDOR unless the VENDOR submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the County as prescribed by the Texas Ethics Commission (“TEC”). In the event that the Vendors Proposal for the County is the best Proposal received, the County or its VENDOR, will promptly notify the VENDOR. That notification will serve as the conditional verbal acceptance of the Proposal. Upon this acceptance, the winning VENDOR must promptly file the materials described below.

### PROCESS FOR COMPLETING THE DISCLOSURE FORM

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) Item 2 – Name of County (“**Aransas County, Texas**”)
- (b) Item 3 – the identification number (“**RFP #2025-1201**”), and
- (c) Item 3 – description of the goods or services assigned to this contract by the County (“**WEBSITE DESIGN SERVICES**”)

#### **You must:**

- 1) Complete the Disclosure Form electronically at the TEC’s “electronic portal” (an example of the form is on the following page), and
- 2) Print, sign, and attach a copy of the Disclosure Form and Certification of Filing that is generated by the TEC’s “electronic portal.”

**\*\*\*\* Don’t forget to return it! \*\*\*\***

The following link will take you to the electronic portal for filing:  
<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

---

<sup>1</sup>A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified VENDOR is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Also, a detailed instruction video may be found here:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Neither the COUNTY nor its VENDORS have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form. Questions should be directed to the Texas Ethics Commission.

**The Form 1295 will look like this:**

| <b>CERTIFICATE OF INTERESTED PARTIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             | <b>FORM 1295</b>                                                                                                                                                                            |                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             | <b>OFFICE USE ONLY</b>                                                                                                                                                                      |                                       |
| <b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.                                                                                                                                                                                                                                                                                                                                                                                                                          |                                             | <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">             Must file online at <a href="https://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div> |                                       |
| <b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |                                                                                                                                                                                             |                                       |
| <b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.                                                                                                                                                                                                                                                                                                               |                                             |                                                                                                                                                                                             |                                       |
| <b>4</b> Name of Interested Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | City, State, Country<br>(place of business) | Nature of Interest (check applicable)                                                                                                                                                       |                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             | <input type="checkbox"/> Controlling                                                                                                                                                        | <input type="checkbox"/> Intermediary |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |                                                                                                                                                                                             |                                       |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |                                                                                                                                                                                             |                                       |
| <b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input type="checkbox"/></span>                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                             |                                                                                                                                                                                             |                                       |
| <b>6 UNSWORN DECLARATION</b><br>My name is _____, and my date of birth is _____.<br>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).<br>I declare under penalty of perjury that the foregoing is true and correct.<br>Executed in _____ County, State of _____, on the _____ day of _____, 20____.<br><div style="text-align: right; margin-right: 100px;">             _____<br/>             Signature of authorized agent of contracting business entity<br/>             (Declarant)           </div> |                                             |                                                                                                                                                                                             |                                       |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                                                                                                                                                                                             |                                       |

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](https://www.ethics.state.tx.us)

Revised 12/22/2017

# REQUEST FOR TAXPAYER IDENTIFICATION NUMBER W-9

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Form W-9</b><br>(Rev. November 2017)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Give Form to the<br/>requester. Do not<br/>send to the IRS.</b>                                                                                                                                                                                                                 |
| Print or type.<br>See Specific Instructions on page 3.                                            | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                    |
|                                                                                                   | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                    |
|                                                                                                   | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
|                                                                                                   | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Requester's name and address (optional)                                                                                                                                                                                                                                            |
|                                                                                                   | <b>6</b> City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                    |
| <b>7</b> List account number(s) here (optional)                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                    |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                           |
|-------------------------------------------|
| <b>Social security number</b>             |
| [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]   |
| <b>or</b>                                 |
| <b>Employer identification number</b>     |
| [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

## ARANSAS COUNTY MBE/WBE INVOLVEMENT POLICY AND FORMS

- I. POLICY STATEMENT.** Aransas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Aransas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, and services but does not have an established participation goal for this solicitation. The County, Vendors, Suppliers, and Professionals shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of any contract. All VENDORS, Subcontractors, Suppliers, and Professionals, doing business or anticipating doing business with Aransas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Aransas County.
- II. REQUIREMENT OF ALL VENDORS.** Each firm responding to this solicitation shall be required to submit with their proposal/bid information regarding minority/women business participation in this Project. This includes the following:

Check upon completion (forms attached):

- ☐ Compliance with Aransas County's Good Faith Effort Policy
- ☐ MBE/WBE Participation Report Form
- ☐ Letter of Assurance A or Letter of Assurance B
- ☐ MBE/WBE Identification

**Note:** In the event that the awarded VENDOR is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as Subcontractor, the name, address and telephone number of the actual subcontractor (s) with actual dollar awards to these Subcontractor must be submitted to the County Auditor's Office within five (5) working days after proposals/bids are opened. Once work commences, the awarded VENDOR (prime VENDOR) must submit an MBE/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release. Further VENDORS and subcontractor may be required to submit the EEO-1 Component 1 report annually.

See <https://www.eeoc.gov/employers/eo-1- data-collection> for additional information.

## GOOD FAITH EFFORTS

VENDORS may be required to document that a “Good Faith Effort” was made to secure minority/women-owned businesses as VENDOR/Subcontractor. In the case of some construction Project, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful VENDOR does not document its “Good Faith Effort” in securing minority/women-owned business participation (i.e. complying with Section 3), a representative of the VENDOR may be required to appear before the Aransas County Commissioners Court and explain the situation and answer any questions raised by the Court.

- Fulfillment of the obligation to make a Good Faith Effort can be accomplished by the following actions so long as the effort is documented:
- Attending a pre-bid/pre-bid conference, if scheduled by the County.
- Follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
- Select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
- Document each minority/woman-owned firm contacted along with the conclusion or decision regarding inclusion and reasons for the conclusions or decisions.
- Assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
- Demonstrate that the VENDOR effectively used the services of available community organizations, Vendors groups, local, state, and federal agencies, small businesses, minority/women business assistance offices, and other organizations that provide assistance and placement of minority/woman-owned businesses, in its efforts to include such businesses in its proposals or bid.

By signing below, I acknowledge that I have reviewed the Aransas County MBE/WBE Involvement Policy and understand the Vendors responsibilities.

---

Vendor (Company Name)

---

Signature of Vendors Officer

---

Printed Name and Title

---

Email Address

**MBE/WBE PARTICIPATION REPORT**

PROJECT TITLE: Website Design Services

COMPANY NAME: \_\_\_\_\_

List each MBE/WBE business that you will work with on Design and Develop a Government Website if selected. The deletion of any of the listed businesses must be approved by Aransas County.

| Company/<br>Vendor, or<br>Employee<br>Name | NCTRCA<br>Certification No. | Phone No. | VENDOR/<br>SUBCONTRACTOR | Description<br>of Work or<br>Supplies | Cost<br>and/or<br>Fees<br>to<br>Company | Percentage<br>of Work |
|--------------------------------------------|-----------------------------|-----------|--------------------------|---------------------------------------|-----------------------------------------|-----------------------|
|                                            |                             |           |                          |                                       |                                         |                       |
|                                            |                             |           |                          |                                       |                                         |                       |
|                                            |                             |           |                          |                                       |                                         |                       |
|                                            |                             |           |                          |                                       |                                         |                       |

☐ No MBE/WBEs Added:

Please explain: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Preparer and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LETTERS OF ASSURANCE**  
(COMPLETE AND RETURN ONLY ONE (A or B))

**Letter Of Assurance “A”**

The undersigned CONTRACTOR hereby assures that the CONTRACTOR will meet or exceed submitted MBE/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Aransas County Minority and Woman-Owned Business Involvement Policy in subcontract/subcontractors and material supplier awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Aransas County.

\_\_\_\_\_  
Vendor (Company Name)

\_\_\_\_\_  
Signature of Vendors Officer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Email Address

**(Complete this Letter of Assurance A only if the CONTRACTOR is planning to  
use the services of a certified Subcontractor)**

**Letter Of Assurance "B"**

The undersigned CONTRACTOR hereby certifies that the CONTRACTOR will perform the contract:

☐ **with** our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

**or**

☐ **without** the services of MBE/WBE subcontractors. The undersigned further submits GFE documented attempt(s).

\_\_\_\_\_  
Vendor (Company Name)

\_\_\_\_\_  
Signature of Vendors Officer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Email Address

(Complete this section only if the CONTRACTOR is not planning to  
use the services of a certified Subcontractor)

## VENDOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The CONTRACTOR represents that it:

☐ is, ☐ is not a minority-owned business.

If it is, Section 3 Registry Number is: \_\_\_\_\_

Woman Business Enterprise (WBE) - The CONTRACTOR represents that it:

☐ is, ☐ is not a woman-owned business,

If it is, Section 3 Registry Number is: \_\_\_\_\_

\_\_\_\_\_  
Vendor (Company Name)

\_\_\_\_\_  
Signature of Vendors Officer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Email Address

## **CURRENT INSURANCE**

(INSERT HERE)

## **Attachment “A”**

### **2023 Short Answers to Common Questions** **Texas Association of Counties**

**ATTACHMENT A**

**2023**

**SHORT ANSWERS TO COMMON  
QUESTIONS**

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**TEXAS ASSOCIATION OF COUNTIES**

1210 San Antonio Street, Austin, Texas 78701

**Mr. Nathan Cradduck**

*Tom Green County Auditor & Association President*

**Susan M. Redford**

*Executive Director*

**PREPARED BY ASSOCIATION LEGAL DEPARTMENT**

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*Paralegal*

THIS PUBLICATION IS A RESEARCH TOOL AND NOT THE COUNSEL OF AN ATTORNEY. THIS PUBLICATION IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY. It is provided without warranty of any kind and, as with any research tool, should be double checked against relevant statutes, case law, attorney general opinions and advice of legal counsel e.g., your county attorney. Each public officer is responsible for determining duties of the office or position held. Any question regarding such duties should be directed to competent legal counsel for a written opinion.

# TEXAS ASSOCIATION *of* COUNTIES

## Legal Services for Texas Counties



### LEGAL RESEARCH

The TAC Legal Helpline is a direct number to friendly TAC legal specialists who can assist county officials and county staff in researching issues and finding statutes, regulations, opinions and court cases relevant to a particular county situation.



### LEGAL HANDBOOKS

The Legal Services Division publishes numerous handbooks and resources addressing county-specific topics. View online or order print versions at [county.org/legalpublications](https://county.org/legalpublications)



### DISASTER RESOURCES

Download sample orders, resolutions, and declarations for burn bans, fireworks, flooding, wildfire, fireworks, and general disasters online at [county.org/legal](https://county.org/legal).



### ON-DEMAND TRAINING

Access convenient, relevant training on legal topics specifically tailored to county government. LegalEa\$e CE courses are relevant for all county officials; find them online at [county.org/legal](https://county.org/legal).



### MONTHLY NEWSLETTER

LegalEa\$e is a monthly email highlighting timely, relevant, and interesting topics affecting county government. All county officials are subscribed; county staff can subscribe by visiting [county.org/LEsubscribe](https://county.org/LEsubscribe).

## WEBSITE POSTING REQUIREMENTS FOR COUNTIES

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The  symbol indicates sections that have been updated since the previous publication.

### INTRODUCTION

The following is a list of the county website posting requirements of which the Texas Association of Counties (TAC) is presently aware. Also included are citations to the statutes that contain these requirements and a summary of each requirement. As of January 1, 2020, all counties are required to maintain an Internet website.<sup>1</sup>

### BUDGET

#### 1. Proposed County Budget

Local Government Code §111.006(b) (counties with population of 225,000 or less);  
Local Government Code §111.037 (counties with population over 225,000)

The county clerk shall take action to ensure that the proposed budget is posted on the county's Internet website.

#### 2. Final Approved Budget

Local Government Code §111.009(b) (population of 225,000 or less);  
Local Government Code §111.040 (population over 225,000);  
Local Government Code §111.069 (alternate method of budget preparation in counties of population more than 125,000)

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<sup>1</sup> Tex. Tax Code §26.16.

The commissioners court shall ensure that a copy of the adopted budget, along with the statutorily required cover sheet, is posted on the county's Internet website at least until the first anniversary of the date the budget is adopted.

### **3. Past Budget Information**

Tax Code §26.18

The county is required to post its budget for the preceding two years, along with the proposed or adopted budget for the current year, and the change in the amount of the budget from the preceding year to the current year by dollar amount and percentage. The county must also post the amount of tax revenue budgeted for maintenance and operations for the preceding two years and the current year, the amount of tax revenue budgeted for debt service for the preceding two years and the current year, and the most recent financial audit of the county.

## **ECONOMIC DEVELOPMENT**

### **1. Tax Abatement Guidelines and Criteria**

Tax Code §312.002(c-2)

A county shall post the current version of the guidelines and criteria governing tax abatement agreements adopted under Section 312 of the Tax Code.

### **2. Local Development Agreements**

Local Government Code §381.005(c)<sup>2</sup>

A county shall provide on its website a direct link to the location of information published on the comptroller's website relating to a local economic development agreement entered into, amended, or renewed by the county, county industrial commission, or development board pursuant to Chapter 381 of the Local Government Code and which has been submitted to the comptroller for inclusion in the Local Development Agreement Database.

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<sup>2</sup> For a local development agreement in effect as of Sept. 1, 2021, the local government must submit the relevant information to the comptroller not later than Jan. 1, 2022. The comptroller shall publish on its website the local development agreement information received not later than Sept. 1, 2022.



### 3. Digital Licenses

Occupations Code §60.002<sup>3</sup>

If a county is authorized to issue occupational licenses, the county may issue the license digitally to a license holder. The digital license must be in a secure format and readily accessible by the license holder through an Internet website and on a wireless communication device. The public must also be able to view a license holder's digital license through an Internet website or by using a QR code.

## ELECTION NOTICE REQUIREMENTS

### 1. The Date and Location of the Next Election for County Officers

Government Code §2051.201(b)(3)

### 2. Continuous Posting of Requirements and Deadline for Filing for Candidacy

Government Code §2051.201(b)(4)

The requirements and deadline for filing for candidacy of each elected county office shall be continuously posted for at least one year before the election day for the office.

### 3. Notice of Election

Election Code §§4.003(b), 4.008(a)

Not later than 21 days before election day, a county shall post a notice of election given by the county or provided to the county by a political subdivision located in the county, which must include the location of each polling place.

### 4. Notice of Debt Obligation Election

Election Code §4.003(f)(3)

A debt obligation election order shall be posted on the county's Internet website during the 21 days before the election along with the election notice, contents of the proposition, and any sample ballot prepared for the election.

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<sup>3</sup> added by HB 2453, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023

**5. Internet Posting of Election Notices**

Election Code §4.009

Not later than the 21<sup>st</sup> day before election day, a county that holds an election or provides election services for an election shall post on its Internet website: the date of the election; the location of each polling place; each candidate for an elected office on the ballot; and each measure on the ballot.

**6. Debt Obligation Voter Information Document**

Government Code §1251.052(b), (c), (d)

A county with at least 250 registered voters on the date the county adopts a debt obligation election order must prepare a voter information document stating the statutorily required facts and assumptions and post the voter information document on the county's Internet website not later than the 21st day before election day and ending on the day after the date of the debt obligation election.

**7. Notice of Voter Identification Requirements and Elimination of Straight Ticket Voting**

Election Code §31.012(a)

The voter registrar shall provide notice of the voter identification requirements and that straight ticket voting has been eliminated pursuant to HB 25, Acts of the 85<sup>th</sup> Legislature, Regular Session, 2017 on the county's Internet website in each language in which voter registration materials are required to be available.

**8. County Election Office Contact Information**

Election Code §31.125

The county officer responsible for administering elections shall post contact information for the county election office on the county's Internet website, including: the street address and zip code and mailing address if different from the street address; telephone number; fax number; and email address.

**9. Polling Places and Hours of Operation**

Election Code §31.125

The county officer responsible for administering elections shall post: the name of the building in which each polling place is located, if available; the street address and zip

code of the polling place; and the days and hours of voting at each polling place location.

**10. Election Judge and Clerk Training Sessions**

Election Code §32.114(c)

The county clerk shall post notice of the time and place of each training session for election judges and clerks, and the notice shall state that the training session is open to the public.

**11. Order Changing County Election Precinct Boundary**

Election Code §42.035(a)

The commissioners court must publish notice of an order to change a county election precinct boundary in a newspaper in the county once a week for three consecutive weeks and on the county's Internet website for three consecutive weeks.

**12. Notice of Polling Place Location Changes**

Election Code §43.061(c)(2)

The county clerk shall post notice of a change in polling place location on any Internet website maintained by the county clerk to provide election information.

**13. Internet Posting of Election Results**

Election Code §65.016

A county that holds or provides election services for an election shall post on its Internet website: the results of each election; the total number of votes cast; the total number of votes cast for each candidate or for or against each measure; the total number of votes cast by personal appearance on election day; the total number of votes cast by personal appearance or mail during the early voting period; and the total number of counted and uncounted provisional ballots cast.

The information must be posted as soon as practicable after the election and must be accessible without having to make more than two selections or view more than two network locations after accessing the Internet website home page of the county.

**14. Notice of Opening a Ballot Box to Retrieve Erroneously Placed Election Records**

Election Code §66.059(b-1)

The district judge shall post notice of the date, hour, and place for opening a ballot box on the county's Internet website for 24 hours preceding the hour set for opening the box.

**15. Notice of Early Voting Dates and Times**

Election Code §85.007

The county must post the dates and times for early voting periods on the county's website if the county maintains a website.

**16. Early Voting Weekend Hours**

Election Code §85.007(c)

The early voting clerk shall post continuously for at least 72 hours the dates and hours that voting on a Saturday or Sunday is ordered to be conducted.

**17. Notice of Branch Voting Schedule**

Election Code §85.067

The early voting clerk shall post on the county internet website a schedule for each election stating the location of each permanent and temporary branch polling place, the election precincts served by each branch polling place, and the dates and hours that temporary branch voting will be conducted. The schedule shall be posted continuously for a period beginning not later than the fifth day before the first day of early voting by personal appearance and ending on the last day of that period. Amendments to the schedule must be made not later than the fifth day before voting is scheduled to begin at the additional temporary branch.

**18. Early Voting Branch Polling Place Daily Register**

Election Code §85.072(f)

The early voting clerk shall provide, in a downloadable database format, a current copy of the early voting branch polling place register for posting on the county's website each day early voting is conducted. At a minimum, the voter registration number for each voter listed in the register must be posted.



**19. Electronic Tracking of Application for Ballot Voted by Mail or Ballot Voted by Mail**  
Election Code §86.015(a)<sup>4</sup>

The secretary of state shall develop or provide an online tool to each early voting clerk that allows for the electronic tracking of the location and status of the application and ballot to be voted by mail and a ballot voted by mail on the county's Internet website if the early voting clerk is the county clerk. The online tool should also enable a person to receive notice of and, if possible, correct a defect in the application and ballot.

**20. Early Voting Signature Verification Committee**  
Election Code §87.027(k-1)

The early voting clerk shall post the name and residence address of each appointee to an early voting signature verification committee continuously for the period beginning the day after the date of appointment and ending on the last day of the committee's operation in the election.

**21. Early Voting Rosters**  
Election Code §87.121(g), (h), (i)

For an election in which the county clerk is the early voting clerk, information on the roster for a person who votes an early voting ballot in person or by mail shall be made available on the publicly accessible county Internet website by 11 a.m. on the day following the day the early voting clerk: (i) enters the roster listing for a person voting in person, or (ii) receives a ballot voted by mail.

**22. Risk-Limiting Audit**  
Election Code §§127.301, 127.302

The general custodian of election records shall post a notice of the date, hour, and place of a risk-limiting audit conducted for a selected statewide race or measure on the county's Internet website. This applies to an election that occurs after Aug. 31, 2026; that contains a race or measure that is voted on statewide; and in which a specified auditable voting system is used.

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<sup>4</sup> amended by SB 1599, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023

**23. Public Test of Logic and Accuracy Testing of Direct Recording Electronic Voting Machines**

Election Code §129.023(b)

At least 48 hours before a public logic and accuracy test of a voting system is conducted, the general custodian of election records shall post notice of the test, and the test shall be open to the public.

**24. Public Notice of Extended Filing for an Application for General Primary Ballot**

Election Code §172.055(c)

For an office filled by voters of a single county, if the deadline for filing applications for a place on the general primary ballot is extended, not later than 24 hours after a candidate withdraws or is declared ineligible or after the authority preparing the notice learns of the candidate's death, the authority shall deliver a copy of the notice to the county clerk. The county clerk shall post notice of the extended filing period on the county website.

**25. Notice of Primary Election and Consolidated Precincts**

Election Code §172.1112(a)

The county clerk shall post notice of a primary election and a notice of consolidated precincts, if applicable, in the same manner prescribed by §4.003(b) for general and special elections.

**26. Notice of Accepting Voters with Certain Disabilities**

Election Code §63.0015<sup>5</sup>



The following notice regarding the priority given at the polling place to persons with mobility problems must be posted on each Internet website relating to elections maintained by the county:

“Pursuant to Section 63.0015, Election Code, an election officer shall give voting order priority to individuals with a mobility problem that substantially impairs the person's ability to move around. A person assisting an individual with a mobility problem may also, at the individual's request, be given voting order priority. Disabilities and conditions that may qualify you for voting order priority include paralysis, lung disease, the use of portable oxygen, cardiac

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<sup>5</sup> amended by SB 477, 88<sup>th</sup> (R.S.) Leg., effective June 18, 2023

deficiency, severe limitation in the ability to walk due to arthritic, neurological, or orthopedic condition, wheelchair confinement, arthritis, foot disorder, the inability to walk 200 feet without stopping to rest, or use of a brace, cane, crutch, or other assistive device.”

All procedures and accommodations available to voters with disabilities shall be posted in an accessible manner on the county clerk’s Internet website.

## **27. Security of Voted Ballots**

Election Code §127.1232(b)

The general custodian of election records in a county with a population of 100,000 or more shall implement a video surveillance system that retains a record of all areas containing voted ballots from the time the ballots are delivered to the central counting station, signature verification committee, or early voting ballot board until the canvass of precinct election returns. The video shall be made available to the public by a livestream.

## **28. County Election Board**



Election Code §51.002(e)<sup>6</sup>

The county clerk shall post a notice on the county Internet website of a meeting of the county election board not later than 48 hours before the meeting.

## **29. Application for Early Voting Ballot**



Election Code 84.0121(a)<sup>7</sup>

The early voting clerk shall post the official application form for an early voting ballot on the clerk’s Internet website in a format that allows a person to easily complete the application directly on the website before printing.

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<sup>6</sup> added by HB 2800 (R.S.) Leg., effective September 1, 2023

<sup>7</sup> added by SB 477 (R.S.) Leg., effective June 18, 2023

## ETHICS AND CAMPAIGN FINANCE

### 1. Candidate, Officeholder, and Specific-Purpose Committee Reports

Election Code §254.0401<sup>8</sup>



The county clerk shall make reports filed by a candidate, officeholder, or specific-purpose committee in connection with a county office or the office of county commissioner available to the public on the county Internet website not later than the 10<sup>th</sup> business day after filing. Before making the report available on the county Internet website, the county clerk may remove each portion, other than city, state, and zip code, of the address of the person listed on the report. However, the removed address information must remain available on the report maintained in the county clerk's office. A report must be accessible on the website until the fifth anniversary date the report was first made available.

### 2. Conflicts Disclosure Documents

Local Government Code §176.009(a)

A county shall provide access on its Internet website to the statements and questionnaires filed pursuant to Local Government Code Chapter 176.

## GENERAL ADMINISTRATION

### 1. County Contact Information

Government Code §2051.201(b)

Each county shall post on a publicly available Internet website the county's contact information, including a mailing address, telephone number, email address and each elected county officer.

### 2. Elected Officer Information

Government Code §2051.201(b)(2)

Each county shall post on a publicly accessible Internet website each elected officer of the political subdivision. The subsection does not state what information about the officers must be posted. We would suggest at least the name and contact information.

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<sup>8</sup> amended by HB 2626 (R.S.) Leg., effective September 1, 2023

**3. Utility Bills of Government Entities**

Government Code §2265.001

A county must record in an electronic repository the amount of electricity, water, or natural gas consumed for which it is responsible to pay and the aggregate costs for those utility services and report the recorded information on a publicly accessible Internet website with an interface designed for ease of navigation if available, or at another publicly accessible location.

**4. County Treasurer's Report**

Local Government Code §114.026(d)

The affidavits of the members of the commissioners court certifying compliance with Local Government Code §114.026(c) must be filed with the county clerk, published and posted on the county's Internet website.

**5. Sale or Lease of Advertising Space**

Local Government Code §263.251

If the commissioners court adopts a procedure by which the county leases advertising space in or on a county-owned building; on personal property owned or leased by the county; or on an official county Internet website, the notice must be posted on the county's Internet website continuously for the 14 days immediately before the date the award of the sale or lease is made. The notice must also be published at least one time in a newspaper of general circulation in the county not earlier than the 30<sup>th</sup> day or later than the 14<sup>th</sup> day before the date the award of the sale or lease is made.

**6. Municipal and County Water and Energy Improvement Regions**

Local Government Code §399.009(c)(2)

The county shall post the report required by this section for a proposed county water and energy improvement region on its Internet website.



## **7. Tax Official Information**

Tax Code §1.085(a-6)<sup>9</sup>

The county tax assessor-collector or a person designated by the tax assessor-collector shall prominently display the information necessary for proper electronic delivery of communications to the official on the county's internet website.

## **JUDICIAL**

### **1. Juvenile Court Information**

Family Code §58.352

In a county with a population of 600,000 or more, not later than the 10<sup>th</sup> day of each quarter, the juvenile court judge must post on the county's Internet website certain information about children committed to a correctional facility operated by the Texas Juvenile Justice Department.

### **2. Court Orders of Nondisclosure**

Government Code §411.0745

Each county or district clerk's office that maintains an Internet website shall include on that website a link to the electronic application and printable application form for a petition for an order of nondisclosure available on the Office of Court Administration's Internet website.

### **3. Report on Court Appointments**

Government Code §36.004(b)(2)

The county or district clerk shall prepare a report on court appointments for an attorney ad litem, guardian ad litem, guardian, mediator, or competency evaluator for a case before the court in the preceding month and post the report to any Internet website of the court not later than the 15<sup>th</sup> day of each month.

### **4. Notice of Self-Help Procedures**

Government Code §51.808

The clerk of each court in this state shall post on the court's Internet website a link to the self-help resources Internet website designated by the Office of Court

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<sup>9</sup> added by HB 1228, 88<sup>th</sup> (R.S.) Leg., effective January 1, 2024

Administration of the Texas Judicial System. The Office of Court Administration's self-help website will include lawyer referral services, the name, location and any website of any local legal aid office, any self-help center serving the county in which the court is located and the State Law Library's internet website.



5. **Judicial Statistics**

Government Code §71.035(a-3)<sup>10</sup>

In a county with a population greater than one million, a court official for each court in the county shall submit a monthly report to the appropriate county official to publish on the county's public internet website. Section 71.035(a) provides a list of court activity statistics and case-level information that must be included in the monthly report. The report should be posted in a searchable format.

## **LAW ENFORCEMENT**

1. **Impoundment of Estrays**

Agriculture Code §142.009

If the sheriff cannot determine the owner of an estray, the sheriff shall post a notice of the impoundment on the public notice board at the courthouse and advertise the impoundment in a newspaper of general circulation in the county or on the county's Internet website for at least 15 days after the date of the impoundment.

2. **Use of Unmanned Aircraft by Law Enforcement Agencies**

Government Code §423.008

Not earlier than January 1 and not later than January 15 of each odd- numbered year, each county law enforcement agency located in a county with a population greater than 150,000 shall post to its Internet website a copy of their report to the governor and other state officials detailing the agency's use of unmanned aircraft.

## **OPEN GOVERNMENT**

1. **Notice of Open Meeting and Record of a Meeting**

Government Code §551.056, §2051.201<sup>11</sup>



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<sup>10</sup> added by HB 1182, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023

<sup>11</sup> amended by HB 3440, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023

Notice of a commissioners court meeting and the agenda for the meeting must be concurrently posted on the website, in addition to normal physical posting. A county with a population of 65,000 or more must also post the meeting agenda.<sup>12</sup>

Counties with a population greater than 10,000 must post each record<sup>13</sup> of a commissioners court meeting.

## **2. Posting of Video and Audio Recordings**

Government Code §551.128

Commissioners courts of counties with a population of 125,000 or more shall make a video and audio recording of reasonable quality for each regularly scheduled open meeting that is not a work session or special called meeting and make an archived copy of the recording available on the Internet. The recording of the meeting may be posted either on the county's own site or on a publicly accessible video-sharing or social networking site. The meeting must be posted no later than seven days after the recording was made and must be maintained on the Internet for not less than 2 years after posting.

## **3. Public Information Request Form**

Government Code §552.235

A county that allows requestors to use the public information request form developed by the attorney general shall post the form on its website.

# **PROPERTY**

## **1. Revision of Subdivision Plats**

Local Government Code §232.009<sup>14</sup>

The county must post notice of proposed subdivision plat revisions that do not impact a public interest or public property on the county's Internet website continuously for at least 30 days preceding the date of the meeting until the day after the meeting.

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<sup>12</sup> Because the terms "notice" and "agenda" are used interchangeably in the Open Meetings Act and in common parlance, it is not clear what additional information should be included under this provision.

<sup>13</sup> The term "record" is undefined.

<sup>14</sup> Applies only to real property located outside municipalities and the extraterritorial jurisdiction of municipalities with a population of 1.5 million or more as determined under Chapter 42, Local Government Code.

## 2. **Property Owner's Bill of Rights**

Property Code §21.0112

Before negotiating with a property owner prior to exercising eminent domain, a county must provide the property owner with the Property Owner's Bill of Rights as contained in Government Code §402.031, and must post it on the county's Internet website, if feasible.

## 3. **Notice of Foreclosure Sale**

Property Code §51.002(f-1)<sup>15</sup>



The county shall prominently post notice of foreclosure sales on its Internet website on a page where the county posts other auction information and make the notice available for viewing without charge or registration. The county must also post the date, time, and location of the sale on the same website page as the notice.

## 4. **Certain Value-Based Fees**

Local Government Code §232.901(e)<sup>16</sup>



A county that imposes a fee for reviewing or processing an engineering or construction plan or inspecting a public infrastructure improvement shall publish annually the fee, the hourly rate, and the estimated direct time incurred by county employees on the county Internet website.

## 5. **Required Document List for Plat Application**

Local Government Code §232.0025(a)<sup>17</sup>



The commissioners court shall post and continuously maintain the most current version of a written list of all documentation and other information that must be submitted with a plat application on the county Internet website.

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<sup>15</sup> amended by SB 62, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023

<sup>16</sup> added by HB 3492, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023

<sup>17</sup> amended by HB 3697, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023



## **6. Statement of Delinquent Taxes**

Tax Code §34.015(c-1)<sup>18</sup>

The county tax assessor-collector shall post on the county Internet website the form a person must use to request a written statement stating whether there are any delinquent taxes owed by the person to that county. However, if the county tax assessor-collector permits a person to use a form prescribed by the comptroller, the tax assessor-collector may post a link to the location of the form on the comptroller's website.

## **PUBLIC FINANCE**

### **1. Capital Appreciation Bonds**

Government Code §1201.0245(b)(4)

Before issuing capital appreciation bonds that are secured by ad valorem taxes, the commissioners court must post the total amount of the proposed bonds; the length of maturity; the projects to be financed; the intended use of the bond proceeds; the total amount of the county's outstanding bonded indebtedness at the time of the bond election; the total amount of the county's outstanding bond indebtedness; cost of the bond issuance; and disclosure of any personal or financial relationships between members of commissioners court and any financial advisor, bond counsel, bond underwriter, or other professional associated with the bond issuance.

The commissioners court must regularly update the total amount of the county's bonded indebtedness.

### **2. Annual Report of Certain Financial Information**

Local Government Code §140.008

The county must provide information annually to the Comptroller detailing the county's outstanding debt obligations secured by ad valorem taxes and post the annual report on the county's website. The county must include the contact information for the main office of the county on the county's website. (The "main office" of the county is usually considered to be the county judge's office.) See §140.008 (d) and (e) for alternatives to posting certain debt obligation information in a manner

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<sup>18</sup> added by SB 62, 88<sup>th</sup> (R.S.) Leg., effective September 1, 2023

prescribed by the comptroller and alternatives to posting for counties with a population of less than 35,000.

**3. Alternative Finance and Procurement for Public and Private Facilities and Infrastructure**

Government Code §2267.066(a)(1)

The commissioners court may enter into agreements with private entities to develop qualifying public works projects or to improve real estate owned by the county. The county must post notice of proposed projects on its Internet website no later than the 10<sup>th</sup> day after the date the proposals are accepted.

**TAX RATES**

**1. Notice of Tax Rate**

Tax Code §26.04(e)

By August 7 or as soon thereafter as practicable, the designated officer or employee calculating the no-new-revenue and voter-approval tax rates shall post prominently on the home page of the county's Internet website in the form prescribed by the comptroller: the no-new-revenue tax rate, the voter-approval tax rate, and an explanation of how they were calculated; the estimated amounts of interest and sinking fund and maintenance and operation or general fund balances remaining at the end of the current fiscal year that are not encumbered with or by corresponding existing debt obligation; and a schedule of the county's debt obligations showing specified information.

**2. Tax Rate Increase Notice**

Tax Code §26.05(b)

If the commissioners court proposes to adopt a tax rate higher than the no-new-revenue maintenance and operations rate, it must post on the county's Internet website notice that the county intends to raise more taxes than last year, and state approximately how much the taxes on a \$100,000.00 home will increase.

**3. Simplified Tax Rate Notice for Taxing Units with Low Tax Levies**

Tax Code §26.052(f)

A county providing notice under this section must post the notice on its Internet website in addition to publishing notice in the legal section of a newspaper with general circulation in the county.

**4. Hearing on Tax Increase**

Tax Code §26.06(c)

The county must post notice for the hearing necessary to increase a tax rate on the county's Internet website and publish the notice in a newspaper. The notice must be posted prominently on the homepage of the website from the date the notice is first published in the newspaper until the public hearing is concluded.

**5. Supplemental Notice of Hearing on Tax Rate Increase**

Tax Code §26.065

The county must post the notice prescribed by this section prominently on the home page of its Internet website before the public hearing on a proposed tax rate increase for at least 7 days immediately before the public hearing on the proposed tax rate increase and at least 7 days immediately before the date of the vote proposing the increase in the tax rate.

**6. Posting of Tax Rates on County Internet Website**

Tax Code §26.16

Each county shall maintain an internet website. The tax assessor-collector shall annually post on the county's Internet website tax-related information including the adopted tax rate, the maintenance and operations rate, the debt rate, the no-new-revenue tax rate, the no-new-revenue maintenance and operations rate and the voter-approval tax rate for the most recent five tax years for each taxing unit that is located in the county in the form of a table under the heading "Truth in Taxation Summary".

The tax assessor-collector shall also post immediately below the "Truth in Taxation Summary" table the statement and definitions specified in Tax Code §26.16(d).

In addition, the tax assessor-collector shall post the tax rate calculation forms used by the designated officer or employee of each taxing unit whose territory is located wholly or partially within the county to calculate the no-new revenue and voter-

approval tax rates of the taxing unit for the most recent five tax years beginning with the 2020 tax year; and the name and official contact information for each member of the governing body of the taxing unit.

By August 7 or as soon thereafter as practicable, the tax assessor-collector shall post the current tax year tax rate calculation forms.